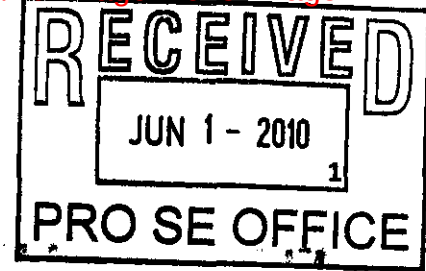


**Exhibit 5**

**Complaint**

UNITED STATES DISTRICT COURT  
Eastern District of New York



**COMPLAINT**

**CV 10 - 2485**  
**CIVIL CASE**

\_\_\_\_\_  
X  
We the People

Ramon Quiroz, Helen Quiroz ,

Jessica Angel Quiroz,

Plaintiffs

Jury Trial : ( Yes )

Vs.

U.S. Bank National Association As Trustee :

New Century Mortgage Corp, Homecomings Financial

GMAC Mortgages, Presidents, Officials,

Partners, an/or Shareholders, Investors, Mortgage Brokers,

Appraisals, Staff Officers, Officials and Steven J. Baum, P.C.

Defendants  
\_\_\_\_\_  
X

**Index No.....**

89-37 Metropolitan Ave

Rego Park, N.Y. 11374

**MATSUMOTO, J.**

**AZRACK, M.J.**

**I. Parties in the Complaint**

**Plaintiff's ( A )**

**#1**

**Ramon Quiroz  
89-37 Metropolitan Ave  
Rego Park N.Y. 11374  
Tel No. 718-255-5783**

**#2**

**Helen Quiroz  
89-37 Metropolitan Ave  
Rego Park N.Y. 11374  
Tel. No. 718-255-5783**

**#3**

**Jessica Angel Quiroz  
89-37 Metropolitan Ave  
Rego Park N.Y. 11374  
Tel. No. 718-255-5783**

...

**Defendant's in the complaint ( B )**

**2**

**#1**

**U.S. Bank National Association as Trustee  
9350 Wixie way San Diego, C.A. 92123**

**#2**

**Steven J. Baum, P.C.  
220 Northpointe Parkway  
Amherst, New York  
N.Y. 14228 Suite G.  
Tel. No. 516) 794-0610**

**#3**

**New Century Mortgage Corp.  
The Department of Banking and Insurance issue legal documents in New  
Jersey State and revoked the company's mortgage lender license.**

**#4**

**Homecomings Financial  
Phoenix AZ 85062-8426  
Tel. 1-800-206-2901**

**#5**

**GMAC  
3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780  
Tel No. 1-800-766-4622**

**II. Basics for Jurisdiction :**

**Defendants have violated Federal Laws in re-securities FRAUD and/or  
racketeering bears on this court the nondiscretionary duty to remand the  
pertinent principals to the United States Attorney General for the Eastern  
District of New York.**

**United States Constitution The statute is now found at 28 U.S.C. § 1331: "The  
district courts shall have original jurisdiction of all civil actions arising under  
the Constitution, laws, or treaties of the United States."**

**United States Federal Court has subject-matter jurisdiction to hear a civil case  
because the plaintiff has alleged a violation of the Constitution or law of the  
United States, or treaties to which the United States is a party.**

**III. Statement of Claim :**

**A. Where did the events giving rise to your claim(s) occur ?**

**New Century Mortgage Corp. fraudulently assigned the above mortgage loan to Homecomings Financial.**

**B. What date and approximate time did the events given rise to your claim(s) occur ? "July 8, 2005" on or about 6 PM.**

**C. Facts : Violation of Federal Laws in re-securities by fraud and/or racketeering bears on this court the nondiscretionary duty to remand the pertinent principals to United States Attorney General**

**Violations of the Truth in Lending Act.**

**See : Records and Appendices, evidence, below in the complaint from the Plaintiff.**

**IV. Injuries :**

**If you sustained injuries related to the events alleged above, describe them and state what medical treatment, if any, you required and received.....**

**As a result, the Defendants caused Mr. Ramon Quiroz, to suffer serious physical and psychological damage impairment detriment and harm and is under the care of Rego Park facility for treatment of stress related anxiety disorder and is officially disabled.**

**For more Information call : Jacqueline Levine Phone # 718-896-9090 Ext 220**

**V. Relief :**

**State what you want the Court to do for you and the amount of monetary compensation, if any, you are seeking, and the basis for such compensation.**

**No. 1 : Dismiss Defendant's Complaint**

**No. 2 : Plaintiff demands \$ 50.000.000.00 Fifty Million Dollars.**

**No. 3 : Defendants fraudulent actions against Plaintiff's civil and constitutional rights, have violated Federal Laws in re-securities by fraud and/or racketeering bears on this court the nondiscretionary duty to remand the pertinent principals to United States Attorney General**

**No. 4 : Violations of the Truth in Lending Act.**

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**No. 5 : The Defendant's have caused Mr. Ramon Quiroz serious physical impairment and psychological detriment and harm, Plaintiff is under care of a facility in treatment and on medication in Rego Park N. Y. Health Clinic, officially disabled.**

**No. 6 : Plaintiff Objects the decisions from the following Courts : The Supreme Court County of Queens N.Y. Index # 25117/07, Appellate Division Second Judicial Department Kings County Index # 2008-09757, Court of Appeal Albany N.Y. Index # 2010-373. Under the United States Constitution The statute is now found at 28 U.S.C. § 1331: "The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States."**

**United States Federal Court has subject-matter jurisdiction to hear a civil case because the plaintiff has alleged a violation of the Constitution or law of the United States, or treaties to which the United States is a party.**

**No. 7 : Plaintiffs Request a Jury Trial within 14 days of the service of the Answer.**

**See : Below Records and Appendices, evidence and complaint from the Plaintiff.....**

**Plaintiff pro-se., complaint to the Defendants, respectfully alleges, upon information and belief, as follows :**

**PLEASE TAKE NOTICE**, that upon the attached affirmation "we the people" : Ramon Quiroz, Jessica Angel Quiroz, Helen Quiroz, affirmed the 25 and 26 day of May 2010 ("collectively referred herein as Plaintiffs). Plaintiff will move this Court at a Term of this Court, to be held at the Courthouse thereof, located in the United States District Court Eastern District of New York 225 Cadman Plaza East Brooklyn, New York 11201. Before the Honorable : \_\_\_\_\_ **J.S.C.** On the \_\_\_\_ day of May, 2010 at 9:30 in the forenoon thereof, or as soon thereafter as counsel may be heard, for an order granting the action; with such other further relief as may be just, equitable and proper in the above referenced action. As such I am fully familiar with the facts and circumstances of this case and the proceedings heretofore.

**Plaintiffs, in the above matter have Venue and Subject Matter Jurisdiction in the United States District Court of the Eastern District of New York.**

**Ramon Quiroz, Jessica Angel Quiroz, Helen Quiroz affirm under penalty of perjury the following:**

**That the Plaintiff Hereby Reiterates, Re-alleges and Reaffirms each and every Allegation in the entire Complaint with the same Force and Effect is Fully Set Forth as Length Herein.**

Plaintiffs have filed motion to leave to Appeal to the Court of Appeals in Albany New York Motion No. 2010-373. The Court of Appeal dismissed the motion on the sixth day of May, 2010 upon the grounds that the order sought to be appealed from does not finally determine the action within the meaning of the Constitution. See Records and Appendices No. 1

The above Appeal was from the Supreme Court County of Queens in regard to Motion to Compel Discovery which was denied by the Supreme Court County of Queens in the foreclosure proceeding Index No. 25117/07 by Judge Lawrence V. Cullen on the grounds that it was untimely. The Supreme Court of Appeal Second Judicial Department, Index # 2008-09757 also dismissed the Plaintiff's Appeal on the grounds that it was untimely.

Plaintiff will file a motion to Re- Argument to the Court of Appeals Hall in the City of Albany New York for Defendant's violation of Federal Law and finally determine the action within the meaning of the Constitution.

Plaintiff Respectfully Request this Honorable United States District Court Eastern District of New York to withhold the Court of Appeals in Albany New York, and remand the decision dismissed by this Court, and adjourn this matter granting Plaintiff relief to determine the action within the meaning of the Constitution.

Plaintiff is entitled as a matter of Law before any decision or determination by the Courts, Defendants must Comply with Discovery, Interrogatories and Answer Case Questionnaires and Produce the Original Note which Defendants claimed to be the owners.. Defendants have kept the real loan origination paper work away from the residents and investigators

Boyd v. United States, 116 U.S. 616, 635 (1886) ("[C]onstitutional provisions for the security of person and property should be liberally construed. A close and literal construction deprives them of half their efficacy, and leads to gradual depreciation of the right, as if it consisted more in sound than in substance. It is the duty of courts to be watchful for the constitutional rights of the citizen, and against any stealthy encroachments thereon."), *recognized as abrogated on other grounds in Fisher v. United States*, 425 U.S. 391 (1976)

We contend that Hon Lawrence V Cullen has a moral obligation and duty to order the Defendants to Compel Discovery, Answer the Case Questionnaires and verify that the Defendants have legal documentation and the Original Note, **In spite of the fact none of them have any legal documents from an actual holder in due course giving them the right to enforce the note. Only Mr. Ramon Quiroz does, See Records an Appendices No. J**

And that would give them the Right to take authority to auction and sell the Plaintiff's property, in the eyes of the people and the Court failing to Comply with this legal duty and under the 5<sup>th</sup> and

14<sup>th</sup> Amendment of the Constitution that by Law gives the Plaintiff's Right for Discovery. Under Due Process of Law.

The Courts with Full Disregard and Ignoring the Plaintiff's requests, failed to do so and denied every legal Right to the Constitution the Courts have also denied "what this Country stands for", No person should be denied of life and property without Due process of Law.

United States Constitution is considered the Supreme Law of the Land both because of its content and because its authority is derived from the people.

The Courts have threatened Plaintiff's life and property under the Constitutional Rights under the Doctrine of Law the Bill of Rights to the people and every Civil Right. We the People and the Laws of the United States demands Redress of Grievances and Injustice Relief.

U.S. Bank National Association as Trustee, in collusion allowed U.S Bank National Association as Trustee's agents to U.S. Bank National Association as Trustee to use 3rd party agents in collusion created Predatory Lending Practices , and loan mortgage backed security mortgages in collusion and licensed the name of U.S. Bank National Association as Trustee Bank NA/MN to use by invitation only after being trained virtually by Real Estate Educate and Default School, these 3rd party Agent keep the real loan origination paper work away from the eyes of the residents and any investigators.

The moment in time the State Agencies stopped protecting the residents, they violated our Fifth & Fourteenth Amendment to the Constitution to be safe in life and property.

**That the Plaintiff Hereby Reiterates, Re-alleges and Reaffirms each and every Allegation in the entire Complaint with the same Force and Effect is Fully Set Forth as Length Herein.**

I submit this Affirmation in Support of the Plaintiff's Complaint. The Plaintiff brought on by notice of Motion, seeking an Order granting Plaintiffs' Motion to Recover Property Damages and Physical Harm. Defendants caused Ramon Quiroz Physical Impairment and Psychological Detriment, he is suffering a very serious Trauma, and now he is under the care of Rego Park Mental Health Clinic, in Therapy, Counseling, and on Medication. He is now Officially Disabled.. Plaintiff claims Property Damages as well for the Detriment to Miss Jessica Angel Quiroz, Mrs. Helen Quiroz and her Husband Mr. Ramon Quiroz, caused by U.S Bank National Association as Trustee Et Al. Defendants U.S. Bank National Association as Trustee Et Al **FRAUDULENTLY** In **COMLOT** Assigned the mortgage, loans, the proceeds and the Adjustable Rate Rider through each other illegally with New Century Mortgage Corp, Homecomings Financial, Homecoming Fia Credit Card, Countrywide, Bank of America, and GMAC Mortgages, and with the people involved in this transactions : Presidents, Officials, Partners, an/or Shareholders, Investors, Mortgage Brokers, Appraisals, Staff Officers and Steven J. Baum, P.C

The Defendant Fraudulently violated the Truth and Lending Act (TILA) and the right of disclosure; committed Predatory Lending Practices, denied the rescission filed by the Plaintiff; violated the 5<sup>th</sup> and 14<sup>th</sup> Amendment of the Constitution; misled the Supreme Court County of Queens New York and the Appellate Division Second Judicial Department Kings County New York. Defendants violated the 5<sup>th</sup> and 14<sup>th</sup> Amendment of the Constitution Under Due Process of Law. "Inappropriate" malicious threats, attempts and harm, by attempting to foreclose the Plaintiff's property for the third time, and without any notice or warning. Refusing, Objecting, Opposing and Delaying the Resolution for their own benefit and failing to Compel Discovery for the third time as well.

Deprived Miss. Jessica Angel Quiroz and Mrs. Helen Quiroz and, Mr. Ramon Quiroz their Bill of Rights.

The Fact of the Matter is, the Inappropriate Procedure from the Attorney for the Defendants has created a Conflict of Law on the Issue between the Supreme Court County of Queens and the Appellate Division Second judicial Department and, the Court of Appeal Albany New York.

Plaintiff filed a motion to Compel Discovery Ex Parte to U.S Bank National Association as Trustee Et Al. The first request for admission, first request for production and first set of interrogatories was served upon Defendants on the day Plaintiff filed a Complaint to the Defendants Index No. 2523/2009 on or about March 2009. Defendants failed to Answer Case Questionnaires and Interrogatories and to Comply with Discovery Defendants Disobediently : Objected, Opposed, Denied, Refused to Answer Case Questionnaires to Comply with Discovery and produce the legal Documents and the Original Note and for the third time have misled the Courts and the Plaintiff. They failed to do so, and deceived the Supreme Court falsely and without shame Attorney for the Defendant's argued in Court and one more time defaulted on the return day from the Defendants to Compel Discovery. Defendant's Attorney blamed Plaintiff's Husband Ramon Quiroz, that he had Requested Discovery improperly and they were not given time to Answer It, and was improper to Comply at this time, When in Fact Motion to Compel Discovery, was filed proper and the first request for admission, the first request for production and first set of interrogatories, were served for the first time to the Defendants at the time the Plaintiff filed a Complaint against U.S. Bank National Association as Trustee Index No. 2523/2009 and is on Record in the Supreme Court County of Queens.

Plaintiff contends on the grounds of the 5<sup>th</sup> and 14<sup>th</sup> Amendment to the Constitution which gives the Plaintiff Right under Due Process of Law. Defendants must Compel Discovery before they can foreclose the Plaintiff's property.

First of all I need to inform this Honorable Court, I am a Pro Se litigant with little or poor legal experience and information based on the laws of the State of New York.



8

I am not an Attorney or pretending to be one, as the Attorney from the Defendant who has committed several violations in the foreclosure proceeding and pretending to be right under the Court of Law.

This Attorney has already wrongfully and in violation attempted, pursued, tried and failed three times to foreclose Plaintiff's property and without any notice or warning to Plaintiff. Defendants have caused Harm, Detriment, Pain and Suffering to Jessica Angel Quiroz, Helen Quiroz and Ramon Quiroz. They have failed to do so, for inappropriate procedural of the Law.

The Attorney for Defendants has misled the Supreme Court Queens County at the beginning of the foreclosure proceeding and falsely induced the Supreme Court County of Queens that the Answer to the complaint in the foreclosure proceeding was not served when in fact the answer to the complaint was served leading Hon. Lawrence V. Cullen to issue an order for Judgment of foreclosure and sale on April 17, 2008. Plaintiff's had no knowledge of this order.

**Attorney for the Defendants again set up the Plaintiff and the Court. That pursuant to the CPLR, thereafter, and upon expiration of every Plaintiff time to answer, on ex-parte application for an Order of reference was granted on January 28, 2008 that a copy of Judgment and sale with notice of Entry was served to Plaintiff On February 21, 2008. When in Fact this Notice of Entry of the ex-parte and Order of Reference was never served upon the Plaintiff on February 21, 2008. Plaintiff had no knowledge what so ever of this order.**

**The above misdeeds were concealed to Plaintiff. Plaintiffs contend that Attorney from Defendants invented the above statements and fraudulently filed documents in court misleading the court and setting up the Plaintiff. Please take full attention to this matter : If this event is true and took place then how do we explain that an Answer to the Complaint is on record in the Supreme Court County of Queens.**

**(See Record and Appendices No. A the Answer to the Complaint.)**

When In fact On May 20, 2009 Plaintiff had the return day to Amend the Complaint filed by the Plaintiff In the Supreme Court Queens County Index No. 2523/2009 against U.S Bank National Association as Trustee, Et Al, The Judge did not officially dismiss the complaint, since there is a Court order without the Judge's signature

See Record and Appendixes No. B

At that point and without any Knowledge, Plaintiff learned on that same day, (May 20, 2009,), from the Mediator in Court and an assigned Attorney from the Defendants, that their property was to be auctioned and sold on May 22, 2009. Plaintiff, therefore, had no time to pursue their Complaint and immediately left the

court room leaving the motion of the amended complaint in the hands of the Mediator and ran to issue an order to show cause in ex-parte on May 20, 2009. Plaintiff spoke to Judge. Hon. Howard G. Lane. and presented information on the Inappropriate conduct of the Defendant's Attorney to auction and sell the property On May 22, 2009. Hon Howard G. Lane and Hon. Lawrence V. Cullen issued an order to stay on May 21, 2009, on the foreclosure proceeding on the grounds that Plaintiff had presented sufficient cause appearing to stay, See Records and Appendices No. C

Plaintiff had in court claimed that their Constitutional Rights have being violated, and had reason to believe the Judge had properly read the Plaintiff Complaint filed by the Plaintiff and issued the order to stay. Under Due Process of Law and the 5<sup>th</sup> and 14<sup>th</sup> Amendment to the Constitution had agreed with Plaintiff and signed an order to stay on May 21, 2008. Also when the fact of the matter was an Appeal was pending and in full force and effect in the Appellate Division Second Judicial Department. Index No. 2008-09757.

Nevertheless Plaintiffs complaint against the Defendants was disregarded in spite of the fact Defendants had committed a wrongful and malicious foreclosure and sale of their premises without notifying Plaintiff, again misleading the Court and deceiving the Plaintiff.

Contradiction and Conflict of Law on the Issue occurred when Judge Lawrence V, Cullen ordered a foreclosure and sale on January 28, 2008 and then reversed that decision on May 21, 2009.

**Attorney for Defendants have been committing violations misdeeds, deceived against the Plaintiff. And therefore Plaintiff intends to file a complaint against these attorneys to the Bar Association of the City of New York.**

### **As and for the Complaint the Plaintiff demands:**

#### **AS AND FOR THE FIRST CAUSE OF ACTION**

**That the Plaintiff Hereby Reiterates, Re-alleges and Reaffirms each and every Allegation in the entire Complaint with the same Force and Effect is Fully Set Forth as Length Herein.**

1. That at all time hereinafter mentioned, Plaintiff, Jessica Angel Quiroz and Helen Quiroz are Tax-paying citizens of the United States and residents of the County of Queens, City and State of New York.

2. That upon information and belief and at all time hereinafter mentioned Defendant , U.S. Bank National Association as Trustee, New Century Financial Corp, Homecomings Inc, GMAC Financial, Attorneys for Defendants, and Steven J. Baum, P.C., are the Defendants of this action.
3. That upon information and belief Steven J. Baum was and still is an Attorney for the Defendant and maintains a principal place of business at 220 Northpointe Parkway, Suite G, Amherst, New York 14228.
4. That at all times hereinafter mentioned the Defendant Homecomings was and still is a domestic corporation existing pursuant to and virtue of the laws of the State of New York.
5. That upon information and belief Homecomings was and still is a domestic corporation duly licensed by the Banking Department of the State of New York.
6. That upon information and belief and at all time hereinafter mentioned Defendant, U.S. Bank National Association, as trustee, New Century Mortgage Corp, Bank of America, Homecomings Financial, Homecomings Fia credit Card, Countrywide, and GMAC Mortgages, Attorneys for Defendant, staff officers, officials and the firm of Steven J. Baum, P.C., are the Defendants associated who allegedly fraudulently committed Predatory Lending Practices and filed the foreclosure action and proceedings.
7. That at all times hereinafter mentioned and commencing or on about July 2005, Plaintiff refinanced the property and acquired a mortgage for \$522,000.00
8. That on or about April 2005, the Defendant's broker advised the Plaintiffs that they would be getting a 5.5% fixed interest only for five years Term and with payments in the amount of \$ 2,392.50. Also, starting from the first payment, notice that payments began inflating gradually. See Record and Appendixes. No. D
9. That at all times hereinafter mentioned, a Predatory Lending Practice and a nightmare began against the Plaintiff when in fact they already started paying more money than agreed : from July, 2005 \$2,623.80. from on or about May, 2006 Plaintiff paid \$3,061.26 plus late charges and other predatory lending fees supposedly related to the mortgage. See Record and Appendixes. No. D
10. That on 07/06/2007 Plaintiff received a letter from Homecomings stating the following: interest rate is scheduled to adjust on 08/01/2007 to 7% interest rate, total payment \$3,713.76 an arm loan term fixed at 5.5 % interest rate for five years suddenly had

become an Adjustable Inflated Rate Rider and Predatory Lending Practices on the mortgage against the Plaintiff and to the detriment of the owners of the property. See Record and Appendices No. D

11. That on January 8, 2009 Homecomings Financial again increased the interest rate to 8.62250% total payment \$3822.51 See Record and Appendices No. D

12. That on July 9, 2008 Homecomings Financial one more time increased the interest rate to 8.6250% and scheduled to adjust on 8/1/2008 total amount \$4,420.64 and confirmed that the rate will Change again on 2/1/2009. See Record s and Appendices No. D

With this information the Appellate Division Second judicial Department Opened an Appeal on behalf of the Plaintiffs' Docket No. 2008-9757. See: Record and Appendices No. E

**That the Plaintiff Hereby Reiterates, Re-alleges and Reaffirms each and every Allegation in the entire Complaint with the same Force and Effect is Fully Set Forth as Length Herein.**

New Century Mortgage Corp fraudulently assigned the mortgage loan to Homecomings Financial who supposedly got the proceeds from New Century Mortgage Corp, when in fact this company has a record of Fraud in Court. And now U.S. Bank National Association as Trustee has assigned again fraudulently and in Conspiracy with GMAC this Mortgage to take over the payments, **In spite of the Fact none of them have any legal documents from an actual holder in due course giving them the right to enforce the note. See Records an Appendices No. J**

13. That by reasons of the foregoing, plaintiff has been damaged in the amount of \$9,000.60 plus interest.

14. That by the closing and brokers points fees, Plaintiff has been damaged in the amount of \$4.533.74 plus interest.

15. That the Defendant's broker assured the Plaintiffs that by refinancing this loan, Plaintiffs would be getting a fixed 5.5 % interest only until the year 2010.

16. That the foregoing agreement between Plaintiff and the Defendant's broker constitutes a valid and enforceable contract.

17. That the foregoing actions prove Plaintiff's status, and that the Defendant's broker's agreement have Breached the Contract.
18. That due to the facts and circumstances the Defendant has breached the contract.
19. That Plaintiff hereby reiterates, re-alleges and reaffirms each and every allegation in the entire complaint with the same force and effect is fully set forth as length herein.
20. That by reason of the foregoing, Plaintiff acquired a second mortgage for \$45,000.00 Dollars from Countrywide which was transferred or sold to Bank of America, and loan for \$15,000.00 Dollars from Homecomings Fia Credit Card which was transferred or sold to Bank of America who also sold or transferred to RESURGENT Capital Services, illegal Predatory Lending Practices and transactions. Plaintiff kept payments up on the inflated mortgage and credit card.  
See Record and Appendices No. F
21. That by reason of the foregoing, Plaintiff has been damaged in the amount of \$60,000.00 plus interest.
22. That by reason of the foregoing the Defendant fraudulently increased the market value of the property, in order to get the Plaintiff a mortgage for \$522,000.00. (Plaintiffs purchased the property in 2004 and an appraisal was executed for \$450,000.00) and in 2005 at the time of closing 1 year after, Defendant's presented an Appraisal for (\$580,000.00) the effective yield vastly exceeds the legal lending limit in the State of New York. See Records and Appendices No. G
23. That Defendant's actions were intentional, willful, unwarranted and without approval of the Plaintiff.
24. That defendant's have breached the contract agreement.
25. All these illegal transactions caused by the Defendants have caused Miss Jessica Angel Quiroz and Mrs. Helen Quiroz, to ruin their credit rating and harassment from illegal collectors practices also by fraud.

**That by reason of the foregoing, Plaintiff has been damaged in the amount of \$73,534.34 Dollars plus interest.**

**AS AND FOR A SECOND CAUSE OF ACTION**

**That the Plaintiff Hereby Reiterates, Re-alleges and Reaffirms each and every Allegation in the entire Complaint with the same Force and Effect is Fully Set Forth as Length Herein.**

- 26. That Defendants U.S. Bank National Association as Trustee Et Al with New Century Mortgage Corp. in conspiracy with the brokers had fraudulently issued an agreement with Plaintiff that they knew was not to be Honored, and therefore have Breached the Contract Agreement.**

**That by reason of the foregoing, Defendants, U.S. Bank National Association as trustee Et Al. In Conspiracy with New Century Mortgage Corp, Homecomings Financial, Homecomings Fia Credit Card, Countrywide, Bank of America, GMAC Mortgages, have been unjustly enriched in excess of Five Hundred thousand (\$500,000.00) Dollars.**

**AS AND FOR A THIRD CAUSE OF ACTION**

**That the Plaintiff Hereby Reiterates, Re-alleges and Reaffirms each and every Allegation in the entire Complaint with the same Force and Effect is Fully Set Forth as Length Herein.**

- 27. That on July 8, 2005, and without Plaintiff's knowledge of the fact that an increase in the mortgage payments would take place, Plaintiffs signed the closing documents.**
- 28. That Defendant's actions were intentional, willful, and not approved by the plaintiff .**
- 29. Defendants, its agents, servants and/or employees, intentionally, knowingly and fraudulently induced Plaintiff into entering into contract which defendant knew would not be honored, in that they had Plaintiff sign the closing documents for the property located at 89-37 Metropolitan Ave Rego Park New York, 11374., and**

then proceeded to increase periodically the interest rate of the above mortgage loan, to defendant s' benefit and Plaintiff's detriment.

30. Plaintiff actively and justifiably relied on the misrepresentation and false statements of the defendant, when entering into the agreement and/or contract and would not have done so, would not have spent his own money and time, nor signed the closing documents if the Plaintiff knew the Defendant would not fulfill their end of the agreement and/or contract.
- ..
31. Defendant's have caused serious Physical Impairment and Psychological Harm to Mr. Ramon Quiroz, who is now under the care of a Facility in Rego Park NY. Health Clinic, Disabled and in trauma. U.S. Bank National Association as Trustee Et Al, has caused injury and disability to Ramon Quiroz to the detriment of his wife Helen Quiroz and Daughter Jessica Angel Quiroz and the rest of his family.
32. Plaintiff Affirms that Defendant's alleged acts are merely attempting to collect a false debt via instrumentalities of interstate commerce, is a felony crime found at U.S.C. § 1962 and it is highly likely that the representations contained in the original complaint rise to a level of securities fraud as well.
33. Determination by this Court that there is probable cause and doubt to believe that agents and/or counsel purporting to represent that U.S. Bank National Association as Trustee, Et Al., have violated federal laws in re-securities fraud and/or racketeering bears on this Court the nondiscretionary, duty, to remand the pertinent principals to the United States Attorney General for the Eastern District of New York.
34. That by reason of the foregoing, Plaintiff Demands Punitive Damages against the Defendants in an amount which exceeds the jurisdictional limits of lower courts which would otherwise have jurisdiction over this action.

That by reason of the foregoing, Plaintiff demands punitive damages against Defendants in the amount of FIFTY MILLION (\$50,000,000.00) DOLLARS, plus interest, attorneys fees and other related expenses.



**AS AND FOR THE FOURTH CAUSE OF ACTION**

**That the Plaintiff Hereby Reiterates, Re-alleges and Reaffirms each and every Allegation in the entire Complaint with the same Force and Effect is Fully Set Forth as Length Herein.**

35. That Defendant denied the **RESCISSION** filed by the Plaintiff, **See Exhibits H** when, **TILA Rescission is NOT barred before, during or after other proceedings unless those other proceedings specifically mention rescission as an issue to be tried** Also, the principle of equitable tolling does apply to TILA 3 years period of rescission since despite due diligence, since Plaintiff Pro Se could not have reasonably discovered the concealed fact of TILA violations in-depth and explicitly until the Supreme Court Queens County denied the Plaintiff to : **"STAY" in the foreclosure procedure**, based on the Defendant claiming that the answer to the complaint was not served when indeed the Plaintiff served the answer to the complaint **See Records and Appendices No. A** Plaintiff then discovered the concealed fact of TILA the right to read the Truth-in-Lending book by the National Consumer Law Center.
36. The equitable tolling principles are to be read into every federal statute of limitations unless Congress expressly provides to the contrary in clear and ambiguous language, (See *Rotella v. Wood*, 528 U.S. 549, 560-61, 120 S. Ct. 1075, 145 L. Ed. 2d 1047 (2000)). Since TILA does not evidence a contrary Congressional intent, its statute of limitations must be read to be subject to equitable tolling, particularly since the act is to be construed liberally in favor of consumers. Based on the foregoing Plaintiff demands this Honorable Court order a **DECLARATORY JUDGMENT**.
37. That at all times hereinafter mentioned, the aforesaid Agreement Constitutes a Valid and Enforceable Contract between Defendants and Plaintiff.
38. That based upon the foregoing, Defendants have breached the contract.
39. That Defendant U.S. Bank National Association as Trustee, New Century Mortgage Corp, Bank of America, Countrywide, Homecomings Financial, Homecoming Fia Credit Card, GMAC Mortgage, Defendant's Attorney, staff officers, officials and Steven J. Baum, P.C., attempting to foreclose in fact does not have any documents from an actual holder in due course giving them the right to enforce the note. That as a result of these Misdeeds Plaintiff having procured a **stay** of the sale scheduled for May 22, 2009 and was able to enforce U.S. Bank National Association as Trustee and the Attorney from Defendant's to Compel Discovery in the Supreme Court Queens County and to Whom Defendants Opposed, Object, Denied and Refused to Comply  
See: Records and Appendices No. I



- 40.** Discovery, caused by Improper procedure of Law, misleading Plaintiff and consuming Plaintiff's time in order to perfect their Appeal in the Appellate Division Second Judicial Department as well as the Supreme Court County of Queens. Defendants also for the third time, violated again and again the Plaintiff's Constitutional Rights under the 5<sup>th</sup> & 14<sup>th</sup> Amendment to the Constitution and Under Due Process of Law and Their Bill of Rights.
- 41.** That upon information and belief Plaintiff requests the court to order the Defendant to disclose the names and contact information along with a description of the security sold, the assignment made, agreements signed, between all of the mortgage brokers, Real Estate Brokers, Developers, Appraisers, Mortgage Aggregators, Investment Bankers, Retail or other Seller of Securities and the Investors who purchased the Securities.
- 42.** That as a result of this control and fraud, Plaintiff was substantially damaged, like hundreds of thousands of innocent property owners whom are damaged by U.S. Bank National Association as trustee, New Century Mortgage Corp, Countrywide, Homecomings Financial, Homecomings Fia Credit Card, Bank of America, GMAC Mortgage, with representation of corrupted individuals involved in the financial business as well as many other Banks, and Attorneys for Defendants, staff officers, officials and Steven J. Baum, P.C., Presidents, Officials, Partners, an/or Shareholders, Investors, Mortgage Brokers, Appraisals Officers and every Defendants in the complaint for **FRAUD**.
- 43.** Based on the foregoing, Plaintiff Demands that Defendants U.S Bank National Association as Trustee, New Century Mortgage Corp, Bank of America, Countrywide, Homecomings Financial, Homecomings Fia Credit Card, GMAC Mortgage, Defendants Attorney, Staff Officers, Officials and Steven J. Baum, P.C. be held responsible for **FRAUD** for the Breach of Contract and Fraudulent Actions and in conspiracy with of its Presidents, Officials, Partners, Investors, an/or Shareholders, and the Defendants in the Complaint.

## **CONCLUSION**

### **Emancipation Redress:**

In America no one is considered to be above the Law. The United States Constitution is considered the Supreme Law of the Land both because of its content and because its authority is derived from the people. However, first and foremost, Plaintiff meditates and relies on the divine guidance of the almighty to provide her wisdom to dissect and to comprehend the meaning of the Law of the land.

Plaintiff strongly believes in the transparency of the Judicial System in the United States of America to Uphold the Law in the search for justice. For, it is the only forum whereby an average home owner and citizen like Helen Quiroz who never had any infraction with the Law, was left with the only viable option of the violations of the TILA RIGHTS to protect her property 's rights without money, status and political connections in seeking the emancipation and the redress from the violation of the law by Defendant's most powerful Corporations with unlimited budget represented by the most savvy lawyers on just equal term.

Intuitively, Plaintiff recognizes that she is facing lawyers that are well schooled with an in-depth knowledge of the law and various courtroom strategies that she lacks. Although not a Lawyer or pretending to be one, Plaintiff action is symmetrical to many pro-se individual from the early settlers in the State of New York who could not afford expensive legal representation in the search of fairness, equal protection and justice under the Law.

Make no mistake, the paramount reason for Helen Quiroz Complaint against unscrupulous Defendants rest on the principle of Emancipation and Redress which are intertwined with her property rights as "the Guardian of every other Right". Thus, Plaintiff arguments and evidence are based on the following Rule of Law and other deemed appropriate.

**First Amendment, Congress shall make no Law...abridging...the right of the people...to petition the Government for Redress of Grievances."**

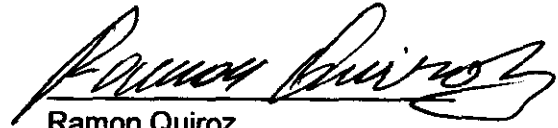
**Fifth Amendment, No person shall be...deprived of life, liberty, or property, without due process of Law.**

**Seventh Amendment, The right of Trial by Jury shall be preserved."**

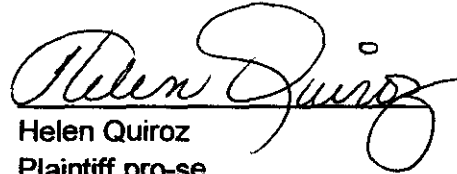
**Fourteen Amendment, No State shall make or enforce any law which shall abridge the privileges or immunities of Citizens of the United States; nor shall State deprived any person of Life, Liberty, or Property, without DUE PROCESS OF LAW; nor deny to any person within its jurisdiction the equal protection of the Laws**

**WHEREFORE, Plaintiff demands judgment against the Defendants in the First Cause of Action : in the amount of Seventy Three Thousand Five Hundred Thirty Four (\$73,534.34) Dollars with interest. Second Cause of Action : for unjust enrichment in the amount of Five Hundred Thousand (\$500,000.00) Dollars. and for the Third Cause of Action : For Physical Psychological Detriment and Damages caused to Helen Quiroz and her Husband Mr. Ramon Quiroz. Mr. Quiroz is suffering and with serious illness Impairment and Disability. at this time he is officially disabled and under the care of a Facility for Intensive Therapy Treatment and Counseling and on medication from all this abuse harassment, and false misdeeds, from the Defendants. Plaintiff Demands Punitive Damages in the amount of Fifty Million (\$50,000,000.00) Dollars, in which exceeds the jurisdictional limits of all lower courts, which would otherwise have jurisdiction over this action. In the Fourth Cause of Action a “Declaratory Judgment” be granted by the Court, and Default action be taken against Defendants. Dismissing Defendant’s foreclosure action, and holding U.S Bank National Association as Trustee, New Century Mortgage Corp, Countrywide, Bank of America, Homecomings Inc, Homecomings Fia Credit Card, and GMAC Mortgage, Attorney for Defendant, Presidents, Officials, Partners, and/or Shareholders Staff Officers, Officials and Steven J. Baum, P.C. be held responsible for attempting, hurting, and abusing the Plaintiff’s Spouse Health. Mr. Ramon Quiroz has paid this Mortgage Honestly in Good Faith, for years. Defendants committed “FRAUD, HARM AND NEGLIGENCE”. Defendant’s fraudulent actions are liable for the breach of contract, unjust enrichment, fraudulent and false misrepresentations, and for the actions of the Defendants’ Attorney. Plaintiff affirms and demands, the amount demanded in the complaint together with Attorneys fees and costs disbursements and such other further relief as this Honorable United States District Court of the State of New York, Eastern District of New York Be Deem Just & Proper.**

Sincerely  
Very truly yours



Ramon Quiroz  
Plaintiff pro-se  
89-37 Metropolitan Ave  
Rego Park, New York, 11374  
Phone No. 718-255-5783



Helen Quiroz  
Plaintiff pro-se  
89-37 Metropolitan Ave  
Rego Park, New York, 11374  
Phone No. 718-255-5783



Jessica Angel Quiroz  
89-37 Metropolitan Ave  
Rego Park, New York, 11374  
Phone No. 718-255-5783

# UNITED STATES DISTRICT COURT

## Eastern District of New York

-----X  
Ramon Quiroz, Helen Quiroz and

Jessica Angel Quiroz

Plaintiff

Vs.

U.S. Bank National association, As

Trustee, Et Al

Defendants

**VERIFICATION**

**SUMMONS AND COMPLAINT**

**CIVIL CASE**

Index No.....

-----X  
*Ramon Quiroz, being duly sworn, deposes and states as follows: I am the Plaintiff to the action and have read the foregoing of this action and the Complaint against U.S. Bank National Association as Trustee Et Al, and the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true. To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers of the contentions therein are not frivolous as defined in subsection 0 of section 130-1-1 of the Rules of the Chief Administrator (22 NYCRR).*

The foregoing statements are true under penalty of perjury

Sworn to before me

On the day 26 of May. 2010

*Brenda S Bohr*

*Ramon Quiroz*

Ramon Quiroz

BRENDA S. BOHR  
Notary Public, State of New York  
No. 01BO6137527  
Qualified in Queens County  
Commission Expires November 28, 2009  
2013

# UNITED STATES DISTRICT COURT

## Eastern District of New York

-----X  
Ramon Quiroz, Helen Quiroz and

Jessica Angel Quiroz

Plaintiff

Vs.

U.S. Bank National association, As

Trustee, Et Al

Defendants

**VERIFICATION**

**SUMMONS AND COMPLAINT**

**CIVIL CASE**

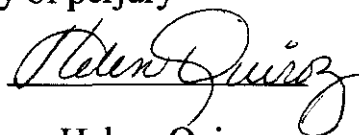
Index No.....

-----X  
*Helen Quiroz, being duly sworn, deposes and states as follows: I am the Plaintiff to the action and have read the foregoing of this action and the Complaint against U.S. Bank National Association as Trustee Et Al, and the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true. To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers of the contentions therein are not frivolous as defined in subsection 0 of section 130-1-1 of the Rules of the Chief Administrator (22 NYCRR).*

The foregoing statements are true under penalty of perjury

Sworn to before me

On the day 25<sup>th</sup> of May, 2010



Helen Quiroz



MARK SALONGA  
Notary Public, State of New York  
No. 01SA6199883  
Qualified in Queens County  
COMMISSION EXPIRES 01/26/2013

# UNITED STATES DISTRICT COURT

## Eastern District of New York

-----X

Ramon Quiroz, Helen Quiroz and

Jessica Angel Quiroz

### SUMMONS AND COMPLAINT

Plaintiff

CIVIL CASE

Vs.

Index No.....

U.S. Bank National association, As

Trustee, Et Al

Defendants

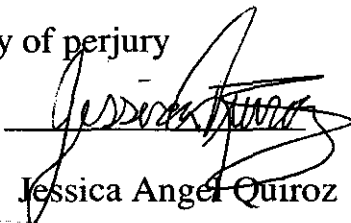
-----X

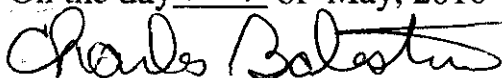
*Jessica Angel Quiroz, being duly sworn, deposes and states as follows: I am the Plaintiff to the action and have read the foregoing of this action the Complaint against U.S. Bank National Association as Trustee Et Al, and the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true. To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers of the contentions therein are not frivolous as defined in subsection 0 of section 130-1-1 of the Rules of the Chief Administrator (22 NYCRR).*

The foregoing statements are true under penalty of perjury

Sworn to before me

On the day 25<sup>th</sup> of May, 2010

  
Jessica Angel Quiroz



Notary Public  
Notary Public, State of New York  
No. 01BA6055658  
Qualified in New York County  
Commission Expires February 26, 2011

# RECORDS AND APPENDICES

No. 1



# *State of New York*

## *Court of Appeals*

*At a session of the Court, held at Court of  
Appeals Hall in the City of Albany  
on the sixth day of May, 2010*

**Present,** HON. JONATHAN LIPPMAN, *Chief Judge, presiding.*

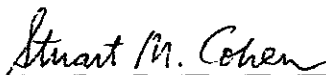
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Mo. No. 2010-373  
U.S. Bank National Association,  
&C.,  
Respondent,  
v.  
Jessica Angel Quiroz, et al.,  
Defendants,  
Helen Quiroz,  
Appellant.

---

A motion for leave to appeal to the Court of Appeals in the above cause having heretofore been made upon the part of the appellant herein, papers having been submitted thereon and due deliberation having been thereupon had, it is

ORDERED, that the said motion be and the same hereby is dismissed upon the ground that the order sought to be appealed from does not finally determine the action within the meaning of the Constitution.

  
\_\_\_\_\_  
Stuart M. Cohen  
Clerk of the Court



*State of New York*  
*Court of Appeals*

*Stuart M. Cohen*  
*Clerk of the Court*

*Clerk's Office*  
*Albany, New York 12207*

Decided May 6, 2010

Mo. No. 2010-373

U.S. Bank National Association,  
&c.,

Respondent,

v.

Jessica Angel Quiroz, et al.,

Defendants,

Helen Quiroz,

Appellant.

Motion for leave to appeal dismissed upon  
the ground that the order sought to be  
appealed from does not finally determine  
the action within the meaning of the  
Constitution.

# RECORDS AND APPENDICES

No. A

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF QUEENS

INDEX NO

25117 / 07

U.S BANK NATIONAL ASSOCIATION AS TRUSTEE

ANSWER TO COMPLAINT

PLANTIFF

VS

HELEN QUIROZ & JESSICA ANGEL QUIROZ

DEFENDANTS

PLEASE TAKE NOTICE As and the answer to the Complaint herein, the Defendant Helen Quiroz and Jessica Angel Quiroz respectfully Shows and Alleges as follows:

Denies knowledge or information sufficient to form a belief as to the Truth of the Allegations of Paragraphs SECOND of the Complaint .

Denies the Allegations of the Paragraph THIRD of the Complaint.

Defendants where mislead information on the Fix 5 years Term 5.5 % interest rate Escrow, ending on the year 2010 ( payment \$2,623.80 ) see Exhibit # 1. Shortly after making the above payment, we received a notice that our payments where increased to \$3,061.26. see Exhibit #2. And finally in 2007 the payments where increased again to \$3,713.76. see Exhibit #3.

We believed the Court should grant my motion because the continued increases in our mortgage payments created SERIOUS FINANCIAL HARSHIPS, causing us to obtain a second mortgage, for \$45,000.00 see Exhibit #4, and utilize a line of credit for \$15,000.00, see Exhibit #5. In order to try and keep up with the responsibility of this fraudulently mortgage as well as escalating prices in GENERAL.

No prior application has been made for the relief sought herein.

\*\*\*\*\*NOTICE OF ENTRY\*\*\*\*\*

Sir/Madam:

Please take notice that the within is a (certified) true copy of a

the answer duly entered in the office of the clerk of the

within named court on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Dated:

Pro Se

Helen Quiroz

Yours, etc.

Plaintiff/Petitioner

Defendant/Respondent

Office and Post

Office Address

To:

Attorney(s) for \_\_\_\_\_

\*\*\*\*\*NOTICE OF SETTLEMENT\*\*\*\*\*

Sir/Madam:

Please take note that an \_\_\_\_\_

of which the within is a true copy will be presented for settlement

to the Hon. \_\_\_\_\_, one of the Justices

of the within named court at \_\_\_\_\_, on

\_\_\_\_\_, 200\_\_ at \_\_\_\_\_ AM/PM

Dated: \_\_\_\_\_, 200\_\_

Yours, etc

Plaintiff/Petitioner

Defendant/Respondent

To:

Attorney(s) for \_\_\_\_\_

INDEX NO. 25117 107

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

U.S. Bank National Association, as Trustee  
Plaintiff/Petitioner

- against -

JESSICA ANGEL QUIROZ and  
HELEN QUIROZ

Defendant/Respondent

ANSWER

To the best of my knowledge, information and belief,  
formed after an inquiry reasonable under the circumstances,  
The presentation of these papers or the contentions therein  
are not frivolous as defined in subsection (c) of section  
130-1.1 of the Rules of the Chief Administrator (22NYCRR)

Sign Name: Ramon Quiroz

Print Name: RAMON QUIROZ

Address: 89-37 METROPOLITAN AVE  
REGO PARK NY 11374

Telephone 718 766-9036

Service of a copy of the within is hereby admitted

Dated: \_\_\_\_\_, 200\_\_

Attorney for \_\_\_\_\_

THIS IS ONLY A SAMPLE OF AN ANSWER. IT IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY. ANYONE SEEKING TO SERVE AN ANSWER TO A COMPLAINT MUST DRAFT HIS OR HER OWN ANSWER USING THE FACTS OF HIS OR HER OWN CASE AND THE RELEVANT LAW.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
U.S. BANK ASSOCIATION  
AS TRUSTEE

Index No. 25117/07

Plaintiff,

ANSWER

- against -

Defendant.

-----X  
HELEN QUIROZ & JESSICA ANGEL QUIROZ

As and for his/her answer to the complaint herein, the defendants HELEN + JESSICA ANGEL QUIROZ respectfully shows and alleges as follows:

\_\_\_ Admits the truth of the allegations of Paragraph(s) \_\_\_ of the complaint.

✓ Denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph(s) 2 of the complaint.

✓ Denies the allegations of Paragraph(s) 3 of the complaint.

FILED  
OCT 22 A 11:29  
CLERK

SEE ANNEXED PAGE

AFFIRMATIVE DEFENSES

WHEN A LENDING INSTITUTION VIOLATED  
BY MISLEADING A PARTY. SHOULD BE  
RESPONSIBLE FOR ALL DAMAGES CAUSED,  
FEDERAL LAW TO FORECLOSURE IN VIOLATION  
OF THE TRUTH-IN-LENDING ACT.

FOLLOW NEXT

PAGE #1

WHEREFORE, defendant prays that this Court dismiss the complaint of the plaintiff herein, with costs and disbursements to defendant, together with such other relief the Court finds to be just and proper.

Dated: Oct. 22, 2007

Sworn to me on

Brenda A Bohm

BRENDA S. BOHR  
Notary Public, State of New York  
No. 01BO6137527  
Qualified in Queens County  
Commission Expires November 28, 2009

Heleen Quiroz  
Signature

Heleen Quiroz  
Print Name

89-37 METROPOLITAN AVE  
REGO PARK NY 11374  
TEL: # 718-766-9036  
Defendant's Address and  
Telephone Number

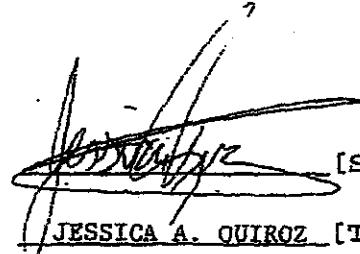




VERIFICATION


JESSICA QUIROZ, being duly sworn, deposes and  
says:

I am the defendant. I have read the foregoing answer and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true. To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers or the contentions therein are not frivolous as defined in subsection (c) of section 130-1.1 of the Rules of the Chief Administrator (22 NYCRR).

 [SIGNED]  
JESSICA A. QUIROZ [TYPED]

Sworn to before me this

18 day of October, 2007.

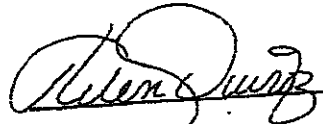
  
Notary Public

SANDRA MARK  
Notary Public, State of New York  
No. 01MA6003186  
Qualified in Queens County  
Commission Expires February 23, 2012


VERIFICATION

HELEN QUIROZ, being duly sworn, deposes and  
says:

I am the defendant. I have read the foregoing answer and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true. To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers or the contentions therein are not frivolous as defined in subsection (c) of section 130-1.1 of the Rules of the Chief Administrator (22 NYCRR).

 [SIGNED]  
HELEN QUIROZ [TYPED]

Sworn to before me this  
17 day of October, 2007.

  
Notary Public

SANDRA MARK  
Notary Public, State of New York  
No. 01MA6003186  
Qualified in Queens County  
Commission Expires February 23, 2010

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF QUEENS

INDEX NO

25117 / 07

U.S BANK NATIONAL ASSOCIATION AS TRUSTEE

AFFIDAVITS

PLANTIFF

VS

HELEN QUIROZ & JESSICA ANGEL QUIROZ

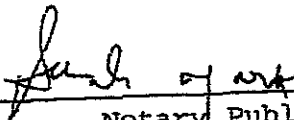
DEFENDANTS

PLEASE TAKE NOTICE that upon the attached affidavits of Helen Quiroz and Jessica Angel Quiroz SWORN to on the 18 of day of October 2007, and the Exhibits attached thereto, and upon all the proceedings in this case to date, the Defendant will move in this Court at 9:30 A.M. on the day October 22, 2007, at the Courthouse , 88-11 Sutphin Boulevard, Jamaica N.Y., in IAS part ———, for an order pursuant to Civil Practice Law and the rules (CPLR) ———, GRANTING THE FOLLOWING TO THE MOVANTS: Plaintiff verbally mislead Defendants at the time of closing on or about the 8 th day of July, 2005, and Fail to provide "Meaningful Disclosure of Credit Term" a violation of the Truth-in Lending Act . Therefore Defendants request the Honorable Supreme Court of The State of N.Y. to DISMISS' THE COMPLAINT.

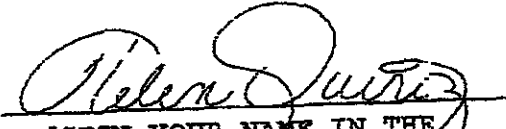
WHEREFORE, I respectfully request that this motion be granted, and that I have such other and further relief as the Court may find to be just and proper.

Sworn to before me this

18 day of October, 2007  
PUBLIC]

  
Notary Public

SANDRA MARK  
Notary Public, State of New York  
No. 01MA6003186  
Qualified in Queens County  
Commission Expires February 23, 2010

  
[SIGN YOUR NAME IN THE  
PRESENCE OF A NOTARY

Helen Quiroz  
[PRINT YOUR NAME]

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

X  
U.S. Bank National Association, As Trustee

(Fill in name(s)) Plaintiff(s)/Petitioner(s)

Index Number

25117, 07

- against -

JESSICA ANGEL QUIROZ and  
HELEN QUIROZ

(Fill in name(s)) Defendant(s)/Respondent(s)

Affidavit of Service

OCT 22 A 11:30  
CLERK

X  
STATE OF NEW YORK

COUNTY OF QUEENS SS:

I, Ramon Quiroz being duly sworn says: (NAME OF PERSON WHO  
SERVES PAPERS) I am not a party to the action, am over 18 years of age  
And reside at 89-37 Metropolitan Ave, REGO PARK, NY 11374

(ADDRESS OF PERSON SERVING PAPERS). On \_\_\_\_\_, 200\_ (DATE  
OF SERVICE) , I served a true copy of the following papers,

(IDENTIFY THE PAPERS SERVED)

which are attached to this affidavit, in the following manner: [CHECK  
ONE]

By personally delivering the papers to: [PERSON SERVED]

PERSONAL \_\_\_\_\_ at [ADDRESS] \_\_\_\_\_

SERVICE

The individual I served had the following  
characteristics: [FILL IN]

\_\_\_ Male \_\_\_ Female \_\_\_ Skin Color \_\_\_ Hair Color

\_\_\_ 21-34 yrs. \_\_\_ 35-50 yrs. \_\_\_ 51-61 yrs. \_\_\_ Over 61

\_\_\_\_\_ 120-150 lbs. \_\_\_\_\_ 151-181 lbs. \_\_\_\_\_ Over 182 lbs.

Approximate height \_\_\_\_\_

Other distinguishing features \_\_\_\_\_

\_\_\_\_\_ By mailing the same in a sealed envelope, with postage prepaid  
MAIL thereon, in a post-office or official depository of the  
U.S. Postal Service within the State of New York,  
addressed to, the last-known address of the addressee(s)  
as indicated below:

\_\_\_\_\_ By depositing the same with an overnight delivery service in  
OVERNIGHT a wrapper properly addressed. Said delivery was made prior  
DELIVERY to the latest time designated by the overnight delivery service  
SERVICE for overnight delivery. The delivery service used was

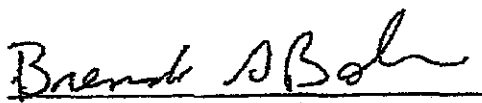
\_\_\_\_\_ The name(s) and  
address(es) of person(s) served are indicated below:

Name(s) and address(es) of Person(s) served:

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE  
9350 WAXIE WAY  
SAN DIEGO, CA 92123

Sworn to before me this  
27 day of Oct., 2007

  
[SIGN NAME] Before a Notary

  
Notary Public

\_\_\_\_\_  
[PRINT NAME]

BRENDA S. BOHR  
Notary Public, State of New York  
No. 01806137527  
Qualified in Queens County  
Commission Expires November 28, 2009

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

(Fill in name(s)) Plaintiff(s)/Petitioner(s)

- against -

Index Number

25117, 07

Affidavit of Service

(Fill in name(s)) Defendant(s)/Respondant(s)

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

SS:

RAMON QUIROZ being duly sworn says: (NAME OF PERSON

WHO SERVES PAPERS) I am not a party to the action, am over 18 years of age And reside

at 89-37 METROPOLITAN AVE REGO PARK N.Y. 11374 (ADDRESS

OF PERSON SERVING PAPERS). On 10-22, 2007 (DATE OF SERVICE), I served a true copy

of the following papers, ANSWER TO COMPLAINT (IDENTIFY THE PAPERS

SERVED) which are attached to this affidavit, in the following manner: [CHECK ONE]

By personally delivering the papers to: STEVEN J. BAUM P.C. [PERSON

SERVED] at [ADDRESS] 900 MERCHANTS CONCOURSE, WESTBURY  
NEW YORK 11590 SUITE 412

PERSONAL The individual I served had the following characteristics: [FILL IN]

SERVICE

Male ☒ Female ☐ WHITE Skin Color BROWN Hair Color

21-34 yrs. ☒ 35-50 yrs. ☐ 51-61 yrs. ☐ Over 61

☒ 120-150 lbs. ☐ 151-181 lbs. ☐ Over 182 lbs.

Approximate height 5' 5"

Other distinguishing features \_\_\_\_\_

\_\_\_\_\_ By mailing the same in a sealed envelope, with postage prepaid  
MAIL thereon, in a post-office or official depository of the U.S. Postal Service within the  
State of New York, addressed to the last-known address of the addressee(s) as  
indicated below:

\_\_\_\_\_ By depositing the same with an overnight delivery service in a wrapper properly  
OVERNIGHT addressed. Said delivery was made prior to the latest time designated by the  
DELIVERY overnight delivery service for overnight delivery.  
SERVICE The delivery service used was \_\_\_\_\_. The  
name(s) and address(es) of person(s) served are indicated below:

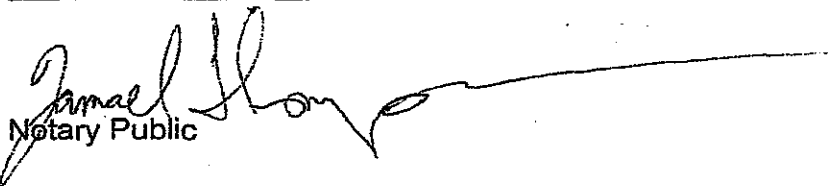
Name(s) and address(es) of Person(s) served:

STEVEN J. BAUM P.C. 900 MERCHANTS CONCOURSE WESTBURY  
NEW YORK 11590. SUITE 412

  
[SIGN NAME] Before a Notary

RAMON QUIROZ  
[PRINT NAME]

Sworn to before me this  
23<sup>rd</sup> day of March, 2009.

  
Notary Public

**JAMAE L THOMPSON**  
Notary Public, State of New York  
No. 01TH5135395  
Qualified in King County  
Commission Expires Nov. 7, 2009



# RECORDS AND APPENDICES

No. B

00(exhibits)

At a(n) I.A.S. Part \_\_\_\_\_ of  
the Supreme Court of the State of New York  
held in and for the County of QUEENS, at  
the thereof, located at 88-11 Sutphin  
Boulevard, Jamaica, New York, 11435, on  
the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_.

PRESIDING: HON. \_\_\_\_\_  
J.S.C.

-----X  
Jessica Angel Quiroz, Helen Quiroz,  
Lvnv Funding, LLC Mortgage Electronic  
Registration System, INC. As Nominee

For Aegis Funding D/B/A Aegis Home  
Equity, New York City Environmental  
Control Board, New York City  
Transit Adjudication Bureau, Rose Kazane

**ORDER**

Plaintiff,

INDEX NO. 2523/2009

vs.

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE, HOMECOMINGS

Defendant  
-----X

2009 JUL -9 A 10:50  
FILED  
QUEENS COUNTY  
CLERKS OFFICE

Upon application of the Defendants, U.S. Bank National Association, as Trustee, Homecomings Financial and Steven J. Baum, P.C., by its attorneys, Steven J. Baum, P.C., Tracy M. Fournier, Esq., for an Order dismissing the Complaint as against the Defendants, and upon the Affirmation of Tracy M. Fournier, Esq., sworn to the 5<sup>th</sup> day of March, 2009, in support thereof, and upon all prior pleadings and proceedings heretofore had herein,

NOW, upon the application of the Defendants, U.S. Bank National Association, as Trustee, Homecomings Financial and Steven J. Baum, P.C., and after due deliberation having been had herein, it is

ORDERED, that Defendant's application for an Order dismissing the action as against the Defendants, U.S. Bank National Association, as Trustee, Homecomings Financial and Steven J. Baum, P.C., is hereby granted and the action against them is dismissed with prejudice

HON. \_\_\_\_\_, J.S.C.

ENTER:

2009 JUL -9 A 11:01  
FILED  
QUEENS COUNTY  
CLERK'S OFFICE

# RECORDS AND APPENDICES

No. C

6.2.09

0-2

Instructions: Fill in the names of the parties and the Index Number.. Complete the blank spaces next to the instructions printed in bold type. PRINT AND USE BLACK INK ONLY. [Other blank spaces are for Court use.]

SEQUENCE. NO. 4

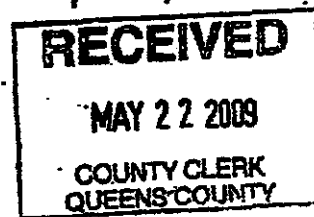
HON. HOWARD G. LANE

At IAS Part 6 of the Supreme Court  
of the State of New York, held in and  
for the County of Queens at the  
Courthouse thereof, 88-11 Sutphin  
Blvd., Jamaica, New York, on  
the 21 day of May, 2009

For

HON. LAWRENCE V. CULLEN

PRESENT: HON. \_\_\_\_\_  
Justice of the Supreme Court



\_\_\_\_\_  
U.S. Bank National Association,  
As Trustee

\_\_\_\_\_  
[FILL IN NAME(S)] Plaintiff(s)

Index No.

25117107

vs

Jessica Angel Quiroz  
and

HELEN QUIROZ

\_\_\_\_\_  
[FILL IN NAME(S)] Defendant(s)

ORDER TO SHOW CAUSE  
WITH T.R.O. IN CIVIL ACTION

Upon reading and filing the affidavit of Helen Quiroz

[YOUR NAME], sworn to on the 21 day of May, 2009 [DATE THE AFFIDAVIT WAS

SWORN TO BEFORE A NOTARY PUBLIC], and upon the exhibits attached to the affidavit, and

[LIST OTHER SUPPORTING PAPERS, E.G. ADDITIONAL AFFIDAVITS, EXHIBITS] NOTICE OF SALE,

on 5/22/09, Order granting time until 6/24/09 TO PERFECT

APPEAL REPLY AFFIRMATION TO DEFENDANT'S OPPOSITION  
TO AMEND VERIFIED COMPLAINT, INDEX # 2523/2009

Let the plaintiff(s) defendant(s) [CIRCLE ONE] or his/her/their attorney show cause at

IAS Part 6, Room 45, of this Court, to be held at the Courthouse, 88-11 Sutphin

Boulevard, Jamaica, N.Y. / ~~25-10 Court Square, Long Island City, N.Y.~~ [STRIKE THE ONE

THAT DOES NOT APPLY], on the 21<sup>st</sup> day of May, 2009, at 9<sup>30</sup> o'clock in the fore noon or

as soon as counsel may be heard why an order should not be made [DESCRIBE THE RELIEF

BEING SOUGHT] A STAY on the May 22, 2009 SALE OF MY PROPERTY

based on the attached Order on Application to extend my  
appeal in order that I may perfect it, which was  
granted until June 26, 2009. The foredosure and sale  
of my property before I can perfect this Appeal goes  
against my constitutional rights.

I believe that there will be significant prejudice by giving  
notice because, the Plaintiff has not answered the Complaint  
(Index # 2523/2009 which is based on demanding U.S. National  
Association as Trustee verification of the original title and  
promisory note.

\_\_\_\_\_, AND  
WHY Helen Quiroz (YOUR NAME), THE

PLAINTIFF(S) DEFENDANT(S) (CIRCLE ONE), should not have such other and further relief  
as may be just, proper and equitable.

Pending the hearing of this motion it is ORDERED that [WRITE WHAT YOU ARE

ASKING THE COURT TO STOP]

*Stayed  
HW  
JSC*  
~~The foreclosure and sale of~~  
~~property on May 22, 2009. because an appeal is~~  
~~pending in the Supreme Court of the State of New York~~  
~~Appellate Division, Second Judicial Dept.~~

*JSC*  
Sufficient cause appearing therefor, let personal service of a copy of this order, and  
the other papers upon which this order is granted, upon the plaintiff(s) <sup>or its representative</sup> defendant(s) by and  
upon the appointed receiver <sup>before 11:00 AM</sup> on or before the 22<sup>nd</sup> day of MAY, 2009 be  
deemed good and sufficient. An affidavit or other proof of service shall be presented to  
this Court on the return date directed in the second paragraph of this order.

ENTER:

*HW*  
\_\_\_\_\_  
J.S.C.

HON. HOWARD G. LANE

# RECORDS AND APPENDICES

No. D





STATE OF NEW JERSEY  
DEPARTMENT OF BANKING & INSURANCE

NJHome | Services A to Z | Departments/Agencies | FAQs

search



[Home](#) > [Consumer Information](#) > Consumer Alert: New Century Mortgage Corporation

## Consumer Alert: New Century Mortgage Corporation

On March 13, 2007, the New Jersey Department of Banking and Insurance issued legal documents ordering New Century Mortgage Corp. to stop doing business in the state and took the initial step toward revoking the company's mortgage lender licenses. This will affect consumers who have business with the company's two operating subsidiaries, New Century Mortgage Corp., headquartered in Irvine, Calif., and Home 123, a New Century affiliate.

**Consumers who have recently closed loans are advised to confirm with their settlement agent (lawyer or title company) that their monies have been received.**

**Consumers who have submitted an application or have an application pending are advised to contact their mortgage broker and ask them to find a new lender.**

**To contact New Century, call 1-877-481-6702.**

Individuals with questions regarding a loan pending with New Century or Home123 can call the **DOBI Consumer Hotline at 609-292-7272.**

### Contact New Century

**1-877-481-6702**

[Web site](#)

[Send E-mail](#)

### Contact NJDOBI

**609-292-7272**

[File a request for Assistance](#)

### More Information

- **Press Release:** [DOBI issues cease and desist order against mortgage lender](#) (March 14, 2007)

**This web page will be updated as new information becomes available - please check back frequently.**



**OPRA | Open  
Public Records Act**

OPRA is a state law that was enacted to give the public greater access to government records maintained by public agencies in New Jersey.



You will need to download the latest version of Adobe Acrobat Reader in order to correctly view and print PDF (Portable Document Format) files from this web site.

[NJHome](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)

Copyright © 2008, State of New Jersey  
New Jersey Department of Banking and Insurance

Homecomings Financial  
(NOT A PAYMENT ADDRESS)  
P.O. Box 890036  
Dallas TX 75389

**Homecomings Financial**  
A GMAC Company  
[www.homecomings.com](http://www.homecomings.com)

**EXHIBIT #1**

#BWNFNZY  
#ZSRYXVXWRX3#  
- 000446 000103325 09HFT2 PA

Jessica Quiroz  
Helen Quiroz  
8937 Metropolitan Ave  
Rego Park NY 11374-5325  
|||||

**CUSTOMER INFORMATION**

Loan Number: [REDACTED] 8738  
Borrower: Jessica Quiroz  
Co-Borrower: Helen Quiroz  
Property Address: 8937 Metropolitan Ave  
Rego Park NY 11374  
Home Phone #: 718-711-1752  
Work Phone #1: 718-711-3357  
Work Phone #2: 718-651-3500

Please use the form on the back of the coupon to update this information.

**CURRENT ACCOUNT DETAILS**

Mortgage Amount(s) Due  
Interest  
Monthly Escrow Installment  
2,392.50  
251.50

**Information About Your Account**

Per your Note, your loan payment is interest only.

**INFORMATION ABOUT YOUR PROPERTY TAXES**

We are currently collecting funds in your escrow account for the payment of your real estate property taxes. You may be receiving your real estate tax bill directly from your tax collector. If you receive a bill, please write your loan number on the bill and forward the original to Homecomings Financial, P.O. Box 890037, Dallas, TX 75389 (be sure to make a copy for your records).

**IMPORTANT YEAR-END TAX REPORTING INFORMATION**

Your Form 1098 for the year 2005 was mailed to you before January 31, 2006. The information provided in that Form 1098 was only for the period of time we serviced your loan in 2005. If for some reason you do not have the form available, the information is being provided again below. This information is also available on our website at [www.homecomings.com](http://www.homecomings.com). The IRS does not require taxpayers to submit the Form 1098 with their tax return.

Mortgage interest paid in 2005: \$9,570.00  
Mortgage interest reported to the IRS for 2005: \$ 570.00  
~~Taxes disbursed on your behalf in 2005: \$1,000.00~~  
Interest credited to your escrow account in 2005: \$1.60

Total Amount Due on 05/01/06  
2,623.80

**MORTGAGE ACCOUNT SUMMARY**

Payment Due Date: 05/01/06  
Statement Date: 04/04/06  
Account Information as of 04/04/06  
Current Principal Balance \* 522,000.00  
Current Escrow Balance 730.15  
Year to Date Interest 9,570.00  
Interest Rate: 5.500%

**PRIOR PERIOD ACTIVITY**

Activity from 03/09/06 to 04/04/06  
03/31/06 Interest credit to escrow account .74  
04/03/06 04/01/06 Payment: 2,392.50 interest,  
231.30 escrow 2,623.80  
04/03/06 Speed Draft Fee 8.99

Make same-day mortgage payments with your ATM/Debit card.  
Call 1.800.206.2901 or visit [www.homecomings.com](http://www.homecomings.com).  
**Like Coming Home**

\* The Current Principal Balance does not reflect the total amount required to pay your loan in full.

Pay online: [www.homecomings.com](http://www.homecomings.com)

PLEASE INCLUDE LOAN NUMBER(S) ON YOUR CHECK

Check here and complete form on reverse side if your address or other information has changed

Homecomings Financial  
P.O. Box 78426  
Phoenix AZ 85062-8426

Loan Number: [REDACTED] 8738  
Payment Due 05/01/06  
Total Amount Due 2,623.80  
Jessica Quiroz

Homecomings Financial  
(NOT A PAYMENT ADDRESS)  
P.O. Box 890036  
Dallas TX 75389

EXHIBIT # 2

**Homecomings Financial**  
A GMAC Company

[www.homecomings.com](http://www.homecomings.com)

#BWNFNZY  
#ZSR YXVXVRX3#

\* 0135724 000004480 09HFST 0932710 PA  
Jessica Quiroz  
Helen Quiroz  
8937 Metropolitan Ave  
Rego Park NY 11374-5325

\_\_\_\_\_

### CUSTOMER INFORMATION

Loan Number: [REDACTED] 738

**Borrower:** Jessica Quiroz  
**Co-Borrower:** Helen Quiroz  
**Property Address:** 8937 Metropolitan Ave  
Rego Park NY 11374

Home Phone #: 718-715-1752  
Work Phone #1: 718-709-3357  
Work Phone #2: 718-551-3500

**Please use the form on the back of the coupon to update this information.**

**This is an attempt to collect on a debt and any information obtained will be used for that purpose. If you have been discharged of your personal liability for repayment of this debt, be advised that any action we may take, will be taken against the property only and not against you personally.**

### CURRENT ACCOUNT DETAILS

Mortgage Amount(s) Due

**Interest--**

2,397.56

**Monthly Escrow Installment**

668.76

## Information About Your Account

**Per your Note, your loan payment is interest only.**

## IMPORTANT YEAR-END TAX REPORTING INFORMATION

Your Form 1098 for the year 2006 was mailed to you before January 31, 2007. The information provided in that Form 1098 was only for the period of time we serviced your loan in 2006. If for some reason you do not have the forms available, the information is being provided again below. This information is also available on our website at [www.homeconnections.com](http://www.homeconnections.com). The IRS does not require taxpayers to submit the Form 1098 with their tax return.

**Mortgage interest paid in 2006: \$28,710.00.**  
**Mortgage interest reported to the IRS for 2006: \$28,710.00.**  
**Taxes disbursed on your behalf in 2006: \$2,726.23**  
**Interest credited to your escrow account in 2006: \$2.34**

**THINK OF US AS YOUR PERSONAL MORTGAGE LENDER**

**Our aim is to provide you with personalized, relevant financial solutions tailored to your specific needs. Call us toll-free at 1.877.695.3633 (1.877.MyLender).**

## MORTGAGE ACCOUNT SUMMARY

Payment Due Date:	03/01/07
Statement Date:	02/27/07

Account Information as of 02/27/07

Current Principal Balance *	522,000.00
Current Escrow Balance	1,137.49
Year to Date Interest	4,785.00
Interest Rate:	5.500%

PRIOR PERIOD ACTIVITY

Activity from 02/23/07 to 02/27/07

02/27/07	02/01/07 Payment: 2,392.50 interest, 668.76 escrow, 47.85 late charge(s)
02/27/07	Speed Draft Fee

3,109.11  
8.99

**Make same-day mortgage  
payments with your ATM/Debit card.  
Call 1.800.206.2901 or visit  
[www.homecomings.com](http://www.homecomings.com).**

Like  
Coming  
Home

\* The Current Principal Balance does not reflect the total amount required to pay your loan in full. Please call 1.800.205.1901 to obtain the payoff amount for your loan.

Pay online: [www.thomson.com/gb.com](http://www.thomson.com/gb.com)

Check here and complete form on reverse side if  
your address or other information has changed.

**PLEASE INCLUDE LOAN NUMBER(S) ON YOUR CHECK**

Homecomings Financial  
P. O. Box 78426  
Phoenix, AZ 85062-8426

Loan Number: [REDACTED] 8738

**Jessica Quiroz**

**Payment Due 03/01/07**

**Total Amount Due**

EXHIBIT #3

**Homecomings Financial**

AGMAC Company  
PO Box 205  
Waterloo, IA 50704-0205



07/06/07

JESSICA QUIROZ  
HELEN QUIROZ  
8937 METROPOLITAN AVE

REGO PARK NY 11374

RE: Account Number [REDACTED] 8738  
Property Address 8937 METROPOLITAN AVE

REGO PARK NY 11374

Dear JESSICA QUIROZ  
HELEN QUIROZ

**\*\*IMPORTANT NOTICE REGARDING INTEREST RATE AND/OR  
INTEREST ONLY PAYMENT CHANGES\*\***

The interest rate on your loan is scheduled to adjust on  
08/01/07. Your new interest-only payment will begin effective  
with the 09/01/07 payment.

Projected principal balance after 08/01/07 payment \$ 522000.00

Previous index value	0.00000%	New index value	5.38600%
Current interest rate	5.50000%	New interest rate	7.00000%
Curr int-only pmt \$	3205.53^	New int-only pmt \$	3045.00
Margin	5.55000%	Escrow*	\$ 658.76

Total pmt \$ 3713.76

EXHIBIT #3

\*Subject to change if analysis occurs after the date of this  
letter.

Your new interest rate is calculated by adding the margin to the  
new index value, as defined in your mortgage documents. The  
result of this addition is subject to rounding and rate cap  
limitations according to the terms of your mortgage documents.

PLEASE NOTE: If you make additional principal payments prior to  
the 09/01/07 payment change, your monthly payment will be  
adjusted accordingly.

A Mortgage Account Statement will be sent under separate cover.  
If your payments are made through our automatic payment program,  
your new payment amount will be deducted on your scheduled draft  
date.

PO Box 205  
Waterloo IA 50704-0205

**Homecomings Financial**  
AQMAL Company

January 8, 2009

JESSICA QUIROZ  
HELEN QUIROZ  
8937 METROPOLITAN AVE  
REGO PARK NY 11374

RE: Account Number [REDACTED] 8738  
Property Address 8937 METROPOLITAN AVE  
REGO PARK NY 11374

**\*\*IMPORTANT NOTICE REGARDING INTEREST RATE AND/OR INTEREST  
ONLY PAYMENT CHANGES\*\***

The interest rate on your loan is scheduled to adjust on 2/1/2009. Your new interest-only payment will begin effective with the 3/1/2009 payment.

Projected principal balance after 2/1/2009 payment \$ 522000.00

Previous Index Value	3.1080%	New Index Value	1.7500%
Current Interest Rate	8.6250%	New Interest Rate	7.2500%
Current Int-only Pmt	\$3751.88	New Int-only pmt	\$3153.75
Margin	5.5500%	Escrow*	\$668.76
		Total Pmt	\$3822.51

Rate Next Change Date 8/1/2009  
Principal and Interest Next Change 9/1/2009

\*Subject to change if analysis occurs after the date of this letter.

Your new interest rate is calculated by adding the margin to the new index value, as defined in your mortgage documents. The result of this addition is subject to rounding and rate cap limitations according to the terms of your mortgage documents.

PLEASE NOTE: If you make additional principal payments, your monthly payment may be adjusted depending on the terms of your mortgage documents.

A Mortgage Account Statement will be sent under separate cover. If your payments are made through our automatic payment program, your new payment amount will be deducted on your scheduled draft date.

PO Box 205  
Waterloo IA 50704-0205

Homecomings Financial

July 9, 2008

JESSICA QUIROZ  
HELEN QUIROZ  
8937 METROPOLITAN AVE  
REGO PARK NY 11374

RE: Account Number [REDACTED] 3738  
Property Address 8937 METROPOLITAN AVE  
REGO PARK NY 11374

**\*\*IMPORTANT NOTICE REGARDING INTEREST RATE AND/OR INTEREST ONLY  
PAYMENT CHANGES\*\***

The interest rate on your loan is scheduled to adjust on 8/1/2008. Your new interest-only payment will begin effective with the 9/1/2008 payment.

Projected principal balance after 8/1/2008 payment \$ 522000.00

Previous Index Value	4.5960%	New Index Value	3.1080%
Current Interest Rate	8.5000%	New Interest Rate	8.6250%
Current Int-only Pmt	\$3697.50	New Int-only pmt	\$3751.88
Margin	5.5500%	Escrow*	\$ 668.76
		Total Pmt	\$4420.64

Rate Next Change Date 2/1/2009  
Principal and Interest Next Change 3/1/2009

\*Subject to change if analysis occurs after the date of this letter.

Your new interest rate is calculated by adding the margin to the new index value, as defined in your mortgage documents. The result of this addition is subject to rounding and rate cap limitations according to the terms of your mortgage documents.

PLEASE NOTE: If you make additional principal payments, your monthly payment may be adjusted depending on the terms of your mortgage documents.

A Mortgage Account Statement will be sent under separate cover. If your payments are made through our automatic payment program, your new payment amount will be deducted on your scheduled draft date.

# RECORDS AND APPENDICES

No. E

SUPREME COURT OF THE STATE OF NEW YORK  
APPELLATE DIVISION : SECOND DEPARTMENT

October 28, 2008

Helen Quiroz  
89-37 Metropolitan Avenue  
Rego Park, NY 11374

A file has been opened in the case of:

TITLE: U.S. Bank National Association v Quiroz  
COURT: Supreme COUNTY: Queens PAPER: Order  
DATED: 07/18/2008 INDEX NO.: 25117/07

This case has been assigned the following number on the docket of  
this court:

2008-09757

ALL PAPERS AND CORRESPONDENCE RELATING TO THIS MATTER MUST  
HEREAFTER BEAR THIS CASE NUMBER.

James Edward Pelzer  
Clerk



# RECORDS AND APPENDICES

No. F

1 of 2



**Countrywide**  
**HOME LOANS**

Account Number **9145**

Statement date  
 07/06/2006

Property address  
 89 37 Metropolitan Ave.

**MONTHLY HOME LOAN STATEMENT**

**EXHIBIT # 4**

0042074 01 AT 0300 AUTO T42 0759 11374-5325  
 MSR CC AM 6000-6- M16584 IN 4 P27626  
**JESSICA ANGEL QUIROZ**  
 8937 Metropolitan Ave  
 Rego Park NY 11374-5325



**To CONTACT US**

Online payments  
 & account details: **customers.countrywide.com**  
 Customer Service: (800) 669-6607  
 General information: **www.countrywide.com**  
 New home loan,  
 refinance or  
 home equity loans: (800) 686-0145

**CUSTOMER BULLETIN**

**IMPORTANT NOTICE FOR OUR ELECTRONIC PAYMENT CUSTOMERS —  
 THIS IS YOUR LAST MAILED MONTHLY STATEMENT**

Beginning in August 2006, you will receive an online statement only and you will no longer receive a duplicate statement in the mail. The advantages of going online are plentiful, including 24-hour, 7-day-a-week access to your detailed account information including your loan balance, transaction history, tax information and more, all offered in a printer-friendly format. Our web site is just one of the ways we provide more customer service and account access for you than ever before. To access your personalized home page and account details, just log-in to our secure web site at **customers.countrywide.com**. On your first visit, please select the "Create User Name and Password" link on the log-in page and follow the simple instructions to be on your way to unlimited account access. Another important tool to help you manage your account is our e-mail notification service. We will send you an e-mail whenever there is activity on your account including confirmation of your recent payment, links to our web site and more information about products and services offered by the Countrywide family of companies. For your added convenience, any ARM statements, escrow adjustment notices and year-end tax information will continue to be mailed to you. Thank you for your loyalty to Countrywide Home Loans. We appreciate your business.

**HOME LOAN  
 SUMMARY**

**Home loan overview as of 07/06/2006**

Principal balance **\$44,968.80**  
 Late Charge if payment received after 08/28/2006 **\$9.96**  
 Date **Payments received**  
 06/12/2006 **\$497.79**  
 07/06/2006 **497.79**

**Amount due on 08/12/2006 as of 07/06/2006**

Home loan payment due 08/12/2006 **\$497.79**  
 (see next page for account details)

**NOTICES**

**The New Seller's and Buyer's Advantage**  
 If you are looking for a new home, Countrywide® wants to help you. To learn more about the variety of resources we offer visit **www.countrywide.com** or call 1-800-519-9832.

Want more flexibility? Countrywide's online payment service, **MortgagePay on the Web**, allows you to make your payments around the clock. Visit **customers.countrywide.com** and check out the demo to see just how easy it is.

Calls may be monitored or recorded to ensure quality service.  
 We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

**Pay online today or  
 enroll in an automatic PayPlan.**  
 Need to make a one-time, online payment? Or would you prefer to enroll in an electronic payment service where payments are drafted automatically? Whichever you choose, Countrywide makes it easy.  
 Log onto **customers.countrywide.com**  
 1. If you haven't already, create a user name & password  
 2. Click "Payment Services"  
 Some of the payment services could even help you build the equity in your home faster!

\*Terms and conditions apply. A service fee may be assessed. Please read website for enrollment details.

Account number **9145**  
 Jessica Angel Quiroz  
 89 37 Metropolitan Ave.  
 Rego Park, NY 11374

(0)

Payment due **Aug 12, 2006** **\$497.79**  
 After **Aug 28, 2006** late payment **\$507.75**

Please update e-mail information on the reverse side of this coupon.

SEE OTHER SIDE FOR IMPORTANT INFORMATION and



**Countrywide**  
 PO BOX 660694  
 DALLAS TX 75266-0694



Additional  
 Principal

Additional  
 Escrow

Other

Check total

Q051023 01 AT 0.357 \*\*AUTO T6 1 2754 11374-5325  
MSR XW AG 0101----0-2---C0000060 IN 1 P51074  
JESSICA ANGEL QUIROZ  
8937 Metropolitan Ave  
Rego Park NY 11374-5325



IMPORTANT NOTICE

BAC Home Loans Servicing, LP services your home loan on behalf of the holder of your note (Noteholder). This is to advise you that your account remains seriously delinquent.

If we do not hear from you immediately, we will have no alternative but to take appropriate action to protect the interest of the Noteholder in your property. This action may include returning payments that are less than the total amount due.

Please give this matter your most urgent attention. Please pay the total amount due immediately. BAC Home Loans Servicing, LP will proceed with collection action until your account is brought fully current, and you will be responsible for all cost incurred in this process to the full extent permitted by law.

Note to Delaware Residents: Delaware residents who are struggling with their mortgage payments will find information on state-supported assistance by visiting [www.deforeclosurehelp.org](http://www.deforeclosurehelp.org) or calling 1-800-220-5424.

If you are unable to bring your account current, please contact us at 1.800.641.5302.

Sincerely,

LOAN SERVICING  
Loan Counselor

HOME LOAN SUMMARY	Home loan overview as of 03/03/2010		Amount due on 03/12/2010 as of 03/03/2010	
	Principal balance	\$44,809.04	Home loan payment due 03/12/2010	\$517.71
	Late Charge if payment received after 03/27/2010	\$9.96	Past due payment amount	14,435.91
			(see next page for account details)	

Calls may be monitored or recorded to ensure quality service. We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law.

PAYMENT INSTRUCTIONS

- Please
  - don't send cash
  - don't staple the check to the payment coupon
  - don't include correspondence
  - include coupon with payment
- Write the account number on the check or money order.
- Make the check payable to  
BAC Home Loans Servicing, LP  
Attn: Remittance Processing  
PO Box 15222  
Wilmington, DE 19886-5222

Account number 9145 (0)  
Jessica Angel Quiroz  
89 37 Metropolitan Ave.  
Rego Park, NY 11374

SEE OTHER SIDE FOR IMPORTANT INFORMATION

BAC Home Loans Servicing, LP  
PO BOX 15222  
WILMINGTON, DE 19886-5222

Payment due Mar 12, 2010 \*\$517.71  
After Mar 27, 2010 late payment \*\$527.67  
\*Payment amount includes late charges. See Home Loan Details for breakdown.

Additional  
Principal  
Additional  
Escrow  
Check total



9145000000051771000052767

9145

2007/25117 ANSWER (Page 14 of 15)

# Homecomings Financial

# EXHIBIT #5

Prepared for: JESSICA A QUIROZ

9088

## October 2007 Statement

Credit Line: \$16,000.00  
Cash or Credit Available: \$335.98

## FIA CARD SERVICES™

**Customer Service**  
For information on Your Account Visit:  
[www.fiacardservices.com](http://www.fiacardservices.com)  
Mail Payments to:  
FIA CARD SERVICES  
P.O. BOX 15721  
WILMINGTON, DE 19886-5721  
Mail Billing Inquiries to:  
FIA CARD SERVICES  
P.O. BOX 15026  
WILMINGTON, DE 19850-6026  
Call toll-free 1-800-362-8298  
TDD hearing-impaired 1-800-346-3178

### Account Information

#### Summary of Transactions

Previous Balance	\$14,535.20
Payments and Credits	\$394.00
Cash Advances	\$0.00
Purchases and Adjustments	\$0.00
Periodic Rate Finance Charges	\$222.82
Transaction Fee Finance Charges	\$0.00
<b>New Balance Total</b>	<b>\$14,364.02</b>

#### Billing Cycle and Payment Information

Days in Billing Cycle	28
Closing Date	10/05/07
Payment Due Date	10/30/07
Current Payment Due	\$364.00
Past Due Amount	\$0.00
<b>Total Minimum Payment Due</b>	<b>\$364.00</b>

### Transactions

Posting Date	Transaction Date	Reference Number	Account Number	Category	Amount
09/29				PAYMENT-THANK YOU	\$394.00 CR

PAYDOWN YOUR MORTGAGE WITH  
THE HOMECOMINGS FINANCIAL  
EQUITY REWARDS PROGRAM

0 POINTS EARNED THIS MONTH  
132 TOTAL POINTS AVAILABLE  
2,500 POINTS REDEEMED THIS MONTH

### Finance Charge Schedule

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. Balance Transfers, Checks	0.043808% DLY	15.99%	\$0.00
B. ATM, Bank	0.054767% DLY	19.99%	\$14,529.76
C. Purchases	0.043808% DLY	15.99%	\$0.02

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges.)

19.99%

### Important Information About Your Account

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1-800-478-7659  
TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

INTRODUCTORY OFFER! SAVE \$10 ON YOUR FIRST GIFT BOX OF FLORIDA CITRUS FROM  
AL'S FAMILY FARMS. VISIT [WWW.ENJOYCITRUS.COM](http://WWW.ENJOYCITRUS.COM) OR CALL 1-888-231-2450 DEPT. 115

07

9088

FIA CARD SERVICES

P.O. BOX 15721

WILMINGTON, DE 19886-5721

1 0062485 08679 0406000002 USE111 00810-08

JESSICA A QUIROZ

8937 METROPOLITAN AVE

REGO PARK NY 11374-5325-379

☐ Check here for a change of mailing address or phone number(s).  
Please provide all corrections on the reverse side.

#### Payment Information

ACCOUNT NUMBER: 9088

NEW BALANCE TOTAL: \$14,364.02

PAYMENT DUE DATE: 10/30/07

TOTAL MINIMUM  
PAYMENT DUE  
\$364.00

Enter Payment Amount Enclosed

\$

Mail this payment coupon along with a  
check or money order payable to: FIA CARD SERVICES



364461226

**RESURGENT**  
**Capital Services**

Toll Free Phone: 1-866-464-1187  
Toll Free Fax: 1-888-546-7568

*Hours of Operation*  
8AM-7PM EST Monday - Thursday  
8AM-5PM EST Friday

Previous Creditor: Bank of America  
Current Creditor: LVNV Funding LLC  
Account Number: [REDACTED] 7043  
Balance: \$18,680.95

March 8, 2010

ARFOLL-CS-1

\*B-02-E3P-AM-00062-1



\*\*\*\*\*SINGLP

JESSICA A QUIROZ  
8937 METROPOLITAN AVE  
REGO PARK NY 11374-5325



Dear Jessica A Quiroz:

Information you provided regarding this account has been forwarded to the Customer Service Department for research. However, we have been unable to contact you to discuss this account.

If we are unable to establish contact with you within 21 days from the date of this letter, active collection efforts will resume on your account. If your account is currently being reported to the three major consumer reporting agencies, a request will be submitted to update your tradeline to indicate "account information disputed by consumer" during the next reporting cycle.

Please contact J. Torres toll-free at 1-866-464-1187 so we may update your contact information and assist you in resolving this account.

Sincerely,

Customer Service Department  
Resurgent Capital Services L.P.

---

This communication is sent to you by Resurgent Capital Services L.P., a professional debt collector.

***Please read the following important notices as they may affect your rights.***

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

New York City Department of Consumer Affairs license number 1204239.

# RECORDS AND APPENDICES

No. G

## D &amp; T NATIONAL APPRAISALS

QUIROZ  
File No SQ042704

SEBY INC.  
98-14 QUEENS B.VD  
RE 30 PARK, NY 11374

File Number: SQ042704

In accordance with your request, I have personally inspected and appraised the real property at:

89-37 METROPOLITAN AVENUE  
GLENDALE, NY 11374

The purpose of this appraisal is to estimate the market value of the subject property, as improved.  
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the estimated market value of the property as of April 27, 2004 is:

\$450,000  
Four Hundred Fifty Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions.  
Final estimate of value, descriptive photographs, limiting conditions and appropriate certifications.

  
DANNY ODATC  
LICENSED APPRAISER

# RECORDS AND APPENDICES

No. H



## NOTICE OF RIGHT TO CANCEL

LENDER: New Century Mortgage Corporation

DATE: July 8, 2005  
LOAN NO: [REDACTED] 5903  
TYPE: Conventional

BORROWER(S)/OWNER(S) Jessica Quiroz & Helen Quiroz

ADDRESS: 8937 Metropolitan Ave  
CITY/STATE/ZIP: Rego Park, NY 11374  
PROPERTY: 8937 Metropolitan Ave, Rego Park, NY 11374

### YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage/lien/security interest on your home. You have a legal right under federal law to cancel this transaction, without cost, within THREE BUSINESS DAYS from whichever of the following events occurs last:

- (1) The date of the transaction, which is July 08, 2005  
or A. (insert TRANSACTION DATE)
- (2) The date you received your Truth In Lending disclosures;  
or
- (3) The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 CALENDAR DAYS after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 CALENDAR DAYS of your offer, you may keep it without further obligation.

### HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at:  
**New Century Mortgage Corporation**  
One Pierce Place, Ste 1200W  
Itasca, IL 60143

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT of July 12, 2005

C. (insert 3 DAY DATE)  
(or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

### I WISH TO CANCEL

Helen Quiroz  
(Borrower's signature if exercising right to cancel)

NOVEMBER 8, 2008  
D. (CANCEL DATE)

Each of the borrowers/owners in this transaction has the right to cancel. The exercise of this right by one borrower/owner shall be effective as to all borrowers/owners.

The undersigned each acknowledge receipt of two copies of NOTICE of RIGHT TO CANCEL

Jessica Quiroz

B. SIGNATURE DATE

Helen Quiroz NOVEMBER 8, 2008  
SIGNATURE DATE

SIGNATURE DATE

**Homecomings Financial**

A GMAC Company

December 1, 2008

Ms. Helen Quiroz  
8937 Metropolitan Ave  
Rego Park, NY 11374

Re: Loan number [REDACTED] 8738 ("Loan")

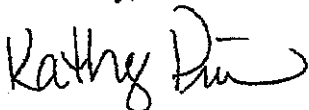
Dear Ms. Quiroz:

We are writing in response to your correspondence to Homecomings Financial, LLC ("Homecomings") requesting rescission of the loan transaction you entered into with New Century Mortgage Corporation on July 8, 2005.

We have reviewed your file and find no basis to conclude that there were any material disclosure errors that would give rise to an extended right of rescission. If warranted, the extended right to rescind expires three years after consummation, upon transfer of all of the consumer's interest in the property, or upon sale of the property whichever occurs first (12 CFR 226.23(a)(3)). Therefore, even if you had an extended right to cancel, you would have had until July 8, 2008 to file a claim. Consequently, Homecomings will not rescind the Loan transaction at this time.

If you have any documents that support the rescission demand, or further information that sets forth the basis of the demand, please contact me at the address below.

Sincerely,



Kathy Priore  
Associate Counsel

cc: Steven J. Baum, P.C.

# RECORDS AND APPENDICES

## No. I

Mailing Address  
P.O. Box 1291  
Buffalo, NY 14240-1291

Overnight Mail  
220 Northpointe Parkway  
Suite G  
Amherst, NY 14228



STEVEN J. BAUM, P.C.  
ATTORNEYS AT LAW

Phone Number  
716-204-2400

Fax Number  
716-204-4600

Web Site  
WWW.SJBAUM.COM

August 21, 2009

Ramon Quiroz  
89-37 Metropolitan Avenue  
Rego Park, NY 11374  
(718) 313-0193

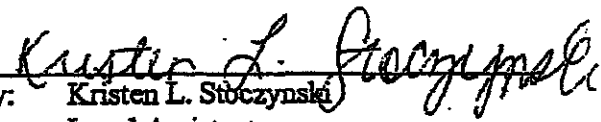
Re: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE vs. JESSICA ANGEL QUIROZ,  
HELEN QUIROZ, et al.  
Index No.: 25117/07

Dear Sir/Madam:

Enclosed please find an Objection to Verification & Discovery.

Very truly yours,

STEVEN J. BAUM, P.C.

  
By: Kristen L. Stoczynski  
Legal Assistant

The law firm of Steven J. Baum, P.C. and the attorneys whom it employs are debt collectors who are attempting to collect a debt. Any information obtained by them will be used for that purpose.

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF QUEENS

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U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE  
9350 Waxie Way  
San Diego, CA 92123

Plaintiff,

vs.

JESSICA ANGEL QUIROZ, HELEN QUIROZ,  
LVNV FUNDING LLC, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC. AS NOMINEE  
FOR AEGIS FUNDING D/B/A AEGIS HOME  
EQUITY, NEW YORK CITY ENVIRONMENTAL  
CONTROL BOARD, NEW YORK CITY PARKING  
VIOLATIONS BUREAU, NEW YORK CITY  
TRANSIT ADJUDICATION BUREAU, ROSE  
KAZANE,

Defendant(s).


---

**OBJECTION TO  
VERIFICATION &  
DISCOVERY**

Index No. 25117/07

Mortgaged Premise:  
8937 Metropolitan Ave.  
Rego Park, NY 11374

Pursuant to the CPLR, the Plaintiff hereby objects to the *Pro Se*  
Defendants' Verification & Discovery (Interrogatories) received by the Plaintiff on  
August 13, 2009. Discovery demands at this stage of the foreclosure action are  
improper.

  
\_\_\_\_\_  
Brian M. Swann, Esq.  
Steven J. Baum, P.C.  
220 Northpointe Pkwy – Suite G  
Amherst, NY 14228  
(716) 204-2400

To:

Ramon Quiroz  
89-37 Metropolitan Avenue  
Rego Park, New York 11374  
(718) 313-0193

PDM

STATE OF NEW YORK  
SUPREME COURT: COUNTY OF QUEENS

\_\_\_\_\_  
U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE

Plaintiff,

vs.

JESSICA ANGEL QUIROZ, HELEN QUIROZ, ET  
AL.,

Defendant(s).  
\_\_\_\_\_X

**AFFIDAVIT OF SERVICE BY  
MAIL**

INDEX NO.: 25117/07

MORTGAGED PREMISES:  
8937 METROPOLITAN  
AVENUE  
REGO PARK, NY 11374

SBL #:  
BLOCK: 3176 LOT: 13

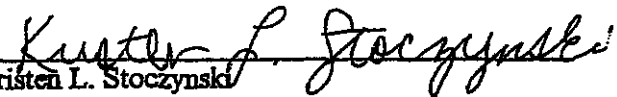
Kristen L. Stoczynski, being duly sworn, deposes and states as follows:

That the deponent is an employee of Steven J. Baum, P.C., attorney for the Plaintiff in the above entitled action and resides in the State of New York. That Deponent is not a party to this action and is over the age of 18 years.

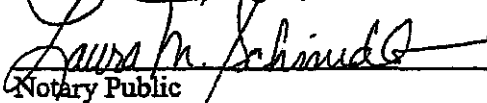
That on the 21st day of August, 2009, Deponent served a true copy of the Objection to Verification and Discovery in this action on the Defendants or attorneys for the Defendants, whose names, representation and designated addresses appear below or as shown on the attached by depositing a true copy of same, enclosed in a postpaid properly addressed wrapper, in an official postal depository at 220 Northpointe Parkway, Amherst, New York, via Over-Night Mail under the care and custody of the United Parcel Service within the State of New York.

Please note that no other party in this action has answered, appeared or requested notification of this motion; therefore, no other parties are entitled to notice of this application.

The foregoing statements are true, under penalty of perjury.

  
Kristen L. Stoczynski

Subscribed and sworn to before me  
This 21st day of August, 2009.

  
Notary Public

Laura M. Schmidt  
Notary Public State of New York  
Qualified in Niagara County  
My Commission Expires On July 6, 2013

To: Ramon Quiroz  
89-37 Metropolitan Avenue  
Rego Park, NY 11374  
(718) 313-0193

② SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF QUEENS

SEQ. NO. 6

RELIEF PRD

RETURN DATE 10-27-09

CAL. DATE 11-17-09

22 U.S. BANK NATIONAL ASSOCIATION, AS

TRUSTEE, HOMECOMING

Plaintiff

Vs

Jessica Angel Quiroz, Helen Quiroz

Lvnv Funding, LLC, Mortgage Electronic

NOTICE OF MOTION

UNDER 22NYCRR202.7(B)

VERIFICATION & DISCOVERY

Registration System,, INC. As Nominee

For Aeigis Funding D/B/A Aeigis Home

Equity, New York City Environmental

Control Board, New York City

Transit Adjudication Bureau, Rose Kazane

Defendant

INDEX NO. 25117/07

Mortgage Premises

89-37 Metropolitan Ave

Rego Park New York, 11374

SBL # :

Block : 3176 LOT : 13

HON. LAWRENCE CULLEN

NOTICE OF MOTION AND MOTION to Compel US BANK NATIONAL ASSOCIATION AS TRUSTEE & HOMECOMINGS : to Produce Documents, Comply with the Protective Order, and Affix Document Control Numbers to Its Document Productions filed by Defendant and Court.

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on October 27, 2009, at 2:00 p.m., or as soon thereafter as the matter may be heard, in the courtroom of the Honorable LAWRENCE CULLEN.

QUEENS COUNTY CLERK  
FILED  
2010 JAN 19 AM 10:47

QUEENS COUNTY CLERK  
FILED  
2010 JAN 19 AM 10:47

located at 88-11 SUTPHIN BOULEVARD Jamaica New York 11435 Courtroom part 8, defendants Jessica Angel Quiroz & Helen Quiroz will and hereby does move under Fed. R. Civ. P. 37(a)(3)(B) to compel Plaintiff U.S Bank National Association as Trustee & Homecomings (1) to produce documents, (2) to comply with the protective order, and (3) to affix document control numbers to its document production.

Ramon Quiroz an authorized representative from Defendants Jessica Angel Quiroz & Helen Quiroz's motion is based on this notice of motion and motion, the Joint Stipulation filed concurrently herewith, the accompanying Interrogatories and the Exhibits thereto, all other pleadings and papers on file in this action, any matters of which this Court may take judicial notice, and such further evidence and argument as may be presented at or before the hearing on this matter.

Pursuant to Local Rule 37-1, the parties met and conferred on the matters in *August 18, 2009 the court ordered and warned* the Plaintiff's Attorney Tracy M. Fournier to *Answer the Case Questionnaire since Defendant in good faith withdraw his last request for Verification and Discovery.*

*On July 6, 2009 Defendant sent a letter to Tracy M. Fournier Attorney for the Plaintiff requesting and informally trying in good faith to resolve the discovery dispute for the production of documents. However, Plaintiff have failed to respond to the case questionnaires.*

*On the 22 day of July, 2009 Defendant moved ex-parte under C.C.P § 93 to compel plaintiff Tracy M. Fournier's responses to defendant's questionnaire pursuant to C.C.P. § 93 (e) Defendant moved that sanctions will be imposed to Plaintiff for failing to provide a ( complete ) Case Questionnaire as required by § 93, is authorized by Code of Civil Procedure §§ 2023.010 to 2023.40 ( Discovery ).*



*This motion was based upon the facts that Plaintiff filed an answer to the Complaint to Defendant; However, Plaintiff has not filed her Case Questionnaire. See Index No. 2523/2009*

*Defendant contend that failure to answer to Case Questionnaire filed on the 29 day of July, 2009, or an incomplete or evasive answer is a failure to answer and will result as a matter of Law Pursuant to C.C.P. § 93 (e), in damages against the Defendant and sanctions will be imposed to Plaintiff for failing to provide a ( completed ) Case Questionnaire and evidently that Plaintiff is looking to mislead Defendant, first because they do not have standing rights to proved they owned the original mortgage note which it claims gives the right to record a claim against the Defendant's title, and second for objecting the verification of discovery and delaying the resolution. Nor has Plaintiff fulfilled the burden of production of documents according to rule (56c).*

*Nevertheless, Plaintiff has failed to respond to discovery, and indisputable and unjustifiable delayed the request for production of documents when in fact defendant filed this motion to expedite discovery, seeking discovery in advance of the rule 26 (F) discovery conference and in particular asking this court's examination of the original mortgage note which it claims gives it the right to record a claim against the Defendant's title, and to compel discovery and answer the case questionnaires.*

*Production of Documents and Notice of Motion and Motion to Compel Discovery to Case Questionnaire is on record and was indeed filed on or before the 29 day of July, 2009.*

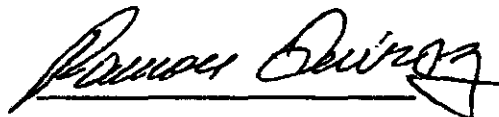
*Defendants request the Honorable Supreme Court State of New York County of Queens to resolve this case in the Defendant's favor without a trial because there is no dispute over the facts of the case and the law supports the moving party's position.*

**On September 3, 2009 Defendant filed a motion to Strike an Answer for Failure to Answer Case Questionnaire. See Exhibit "D"**

**On May 22, 2009, The Defendant, Helen Quiroz, having procured a STAY of the sale scheduled for May 22, 2009, which order is presently in full forced and effect ordered by the Hon. LAWRENCE V. CULLEN. See Exhibit "E"**

*OCTOBER 13, 2009*

**Sworn to before me this**



**Ramon Quiroz**

**AUTHORIZED REPRESENTATIVE**

14 day of October, 2009



**Notary Public**

**BRENDA S. BOHR  
Notary Public, State of New York  
No. 01BO6137527  
Qualified in Queens County  
Commission Expires November 28, 2009**

## Records and Appendices

No. J

# GMAC Mortgage

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

01/07/10

115466-000308

JESSICA QUIROZ  
HELEN QUIROZ  
8937 METROPOLITAN AVE  
REGO PARK NY 11374



RE: Account Number [REDACTED] 8738  
Property Address 8937 METROPOLITAN AVE

REGO PARK NY 11374

ACCOUNTING  
DEPARTMENT  
5 PAGES

THIS PROPERTY WAS  
PAID IN FULL  
& RAMON QUIROZ  
IS THE OWNER  
SEE DOCS  
ENCLOSED

Dear JESSICA QUIROZ  
HELEN QUIROZ

**\*\*IMPORTANT NOTICE REGARDING INTEREST RATE AND/OR  
INTEREST ONLY PAYMENT CHANGES\*\***

The interest rate on your loan is scheduled to adjust on  
02/01/10. Your new interest-only payment will begin effective  
with the 03/01/10 payment.

Projected principal balance after 02/01/10 payment \$ 522000.00

Previous index value	1.11100%	New index value	0.42900%
Current interest rate	6.62500%	New interest rate	6.00000%
Curr int-only pmt \$	2881.88	New int-only pmt \$	2610.00
Margin	5.55000%	Escrow* \$	668.76
		Total pmt \$	3278.76

Rate next Change Date 08/01/10  
Principal and Interest Next Change 09/01/10

\*Subject to change if analysis occurs after the date of this  
letter.

Your new interest rate is calculated by adding the margin to the  
new index value, as defined in your mortgage documents. The  
result of this addition is subject to rounding and rate cap  
limitations according to the terms of your mortgage documents.

PLEASE NOTE: If you make additional principal payments prior to  
the 03/01/10 payment change, your monthly payment may be  
adjusted depending on the terms of your mortgage documents.

FAX 1-866-709-4744  
CAMP

**PRINCETON RECONVEYANCE SERVICE**  
**P O BOX 13309**  
**Mailcode #CA3501**  
**Sacramento, CA 95813-3309**  
**877/867-7378**

---

**12/20/05**

**RAMON QUIROZ**  
**89-37 METROPOLITAN AVE**  
**REGO PARK NY 11374-0000**

Loan No.: [REDACTED] 3759  
Release No.: [REDACTED] 7872  
Customer: # [REDACTED] - **MERRILL LYNCH MORTGAGE CAPITAL INC.**

Dear Borrower:

This letter is to serve as notice that the above referenced loan with HomEq Servicing Corporation for \$354,800.00 was paid off in full on **JULY 15, 2005**. The account is now closed.

Enclosed are the original/cancelled loan documents for your retention.

A Release of Mortgage/Full Reconveyance has been executed and sent to the appropriate county recorder for recording.

We appreciate the opportunity to have been of service to you.

Sincerely,

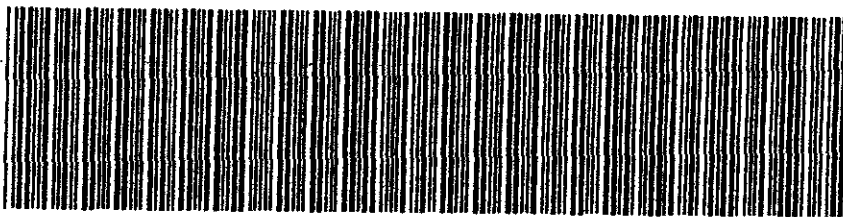
**Karen Williams**  
**Lien Release Processor**

For HomEq Servicing Corporation

MSCOVER3

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2004063000320002001E8C2C

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 21**

**Document ID: 2004063000320002**

**Document Date: 06-23-2004**

**Preparation Date: 06-30-2004**

**Document Type: MORTGAGE**

**Document Page Count: 19**

**PRESENTER:**

D.R. ABSTRACT, INC.  
38-50 BELL BOULEVARD  
BAYSIDE, NY 11361  
718-423-5333

JAN 18 2005

DR-18147 Q/2004 (AGENT FOR STEWART)

**RETURN TO:**

WMC MORTGAGE CORP.  
6320 CANOGA AVENUE  
8TH FLOOR  
WOODLAND HILLS, NY 91367

111-524

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
QUEENS	3176	13 Entire Lot		89-37 METROPOLITAN AVENUE

**Property Type: DWELLING ONLY - 1 FAMILY**

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or Document ID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**MORTGAGER/BORROWER:**

RAMON QUIROZ  
40-01 203RD STREET  
BAYSIDE, NY 11361

**MORTGAGEE/LENDER:**

WMC MORTGAGE CORP.  
P.O. BOX 54089  
LOS ANGELES, CA 90054

x Additional Parties Listed on Continuation Page

**FEES AND TAXES**

<b>Mortgage</b>		<b>Recording Fee: \$</b>	132.00
<b>Mortgage Amount:</b>	\$ 354,800.00	<b>Affidavit Fee: \$</b>	0.00
<b>Taxable Mortgage Amount:</b>	\$ 354,800.00	<b>NYC Real Property Transfer Tax Filing Fee:</b>	\$ 0.00
<b>Exemption:</b>		<b>NYS Real Estate Transfer Tax:</b>	\$ 0.00
<b>TAXES: County (Basic):</b>	\$ 1,774.00		
<b>City (Additional):</b>	\$ 3,548.00		
<b>Spec (Additional):</b>	\$ 0.00		
<b>TASF:</b>	\$ 887.00		
<b>MTA:</b>	\$ 862.00		
<b>NYCTA:</b>	\$ 0.00		
<b>Additional MRT:</b>	\$ 0.00		
<b>TOTAL:</b>	\$ 7,071.00		

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE  
CITY OF NEW YORK**

Recorded/Filed 10-08-2004 12:21

City Register File No.(CRFN):

2004000627683



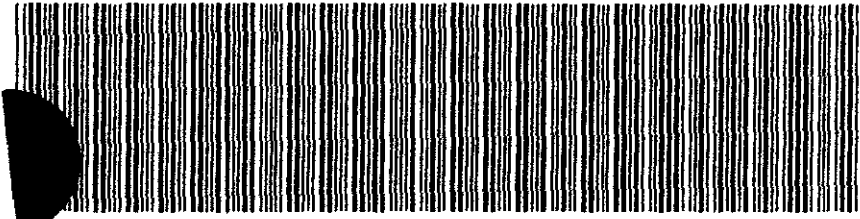
*Annette McMill*

**City Register Official Signature**



HQ0322083759RMG M1 0007729312

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



2004063000320002001C8EAC

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 21**

**Document ID: 2004063000320002**

**Document Date: 06-23-2004**

**Preparation Date: 06-30-2004**

**Document Type: MORTGAGE**

**PARTIES**

**MORTGAGER/BORROWER:**

HELEN QUIROZ  
40-01 203RD STREET  
BAYSIDE, NY 11361

**MORTGAGER/BORROWER:**

JESSICA ANGEL QUIROZ  
40-01 203RD STREET  
BAYSIDE, NY 11361

**PAID IN FULL**

After Recording Return To:  
WMC MORTGAGE CORP.

6320 CANOGA AVE 8TH FLOOR  
WOODLAND HILLS, CA 91367

[Space Above This Line For Recording Data]

SERV #: [REDACTED] 5121

QUIROZ  
Loan #: [REDACTED] 5121  
PIN #: [REDACTED]  
MIN: [REDACTED] 1211

## MORTGAGE

### WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated **June 23, 2004** together  
with all Riders to this document, will be called the "Security Instrument."  
(B) "Borrower." **RAMON QUIROZ AND HELEN QUIROZ AND JESSICA ANGEL QUIROZ**

whose address is **89-37 METROPOLITAN AVENUE, REGO PARK, NY 11374**

sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender." **WMC MORTGAGE CORP.**

will be called "Lender." Lender is a corporation or association which exists under the laws of

**CALIFORNIA**

Lender's address is **P.O. BOX 54089 LOS**

**ANGELES, CA 90054-0089**

(E) "Note." The note signed by Borrower and dated **June 23, 2004** will be called the "Note."  
The Note shows that I owe Lender

**Three Hundred Fifty-Four Thousand Eight Hundred And 00/100**

**Dollars (U.S.\$ 354,800.00**

) plus interest and other amounts that may be payable. I have

promised to pay this debt in Periodic Payments and to pay the debt in full by **July 1, 2034**

**NEW YORK—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3033 1/01**

DOCUKNY1  
DOCUKNY1.VTX 11/9/2002

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**PAID IN FULL**



(I) "Riders." All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders."  
The following Riders are to be signed by Borrower [check box as applicable]:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider                 | <input type="checkbox"/> Other(s) [specify]             |   |

### Schedule A Description

Title Number **DR-18147-Q-2004**

Page **1**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Second Ward, Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Williamsburgh and Jamaica Turnpike (now called Metropolitan Avenue) distant 306.47 feet easterly from the corner formed by the intersection of the northerly line of Metropolitan Avenue and the southeasterly side of Cooper Avenue (old line);

RUNNING THENCE northerly at right angles with Metropolitan Avenue, 100 feet;

THENCE easterly parallel with said Metropolitan Avenue, 22 feet;

THENCE southerly again at right angles with said Metropolitan Avenue and part of the distance through a party wall, 100 feet to the said northerly side of Metropolitan Avenue; and

THENCE RUNNING westerly along said northerly side of Metropolitan Avenue, 22 feet to the point or place of BEGINNING.

Said premises being known as # 89-37 Metropolitan Avenue, Forest Hills, New York.

TOGETHER with an easement or right of way over the most easterly 3 feet 10 inches of the lot adjoining on the above premises on the west thereof for a distance of 80 feet from Metropolitan Avenue to be used as a driveway.

SUBJECT, however, to the right of the owners of the lot adjoining the above described premises on the west thereof to use the most westerly 3 feet 10 inches of the premises above described as a driveway extending for a depth of 80 feet from Metropolitan Avenue.

## DESCRIPTION OF THE PROPERTY

I give MERS (solely as nominee for Lender and Lender's successors in interest) rights in the Property described in (A) through (G) below:

(A) The Property which is located at , 89-37 METROPOLITAN AVENUE

[Street]

REGO PARK

, New York 11374

[City, Town or Village]

[Zip Code]

This Property is in QUEENS

County. It has the following legal description:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AND KNOWN AS  
EXHIBIT 'A'.

(B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;

(C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"

(D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;

(E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;

(F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and

(G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

## BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

NEW YORK--Single Family--Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3033 1/01

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DOCUMENT 3 VTX 10/18/2002

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# UNITED STATES DISTRICT COURT

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## Eastern District of New York

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### AFFIDAVIT OF SERVICE

We the People

Ramon Quiroz, Helen Quiroz ,

### COMPLAINT

Jessica Angel Quiroz,

### CIVIL CASE

Plaintiffs

Vs.

U.S. Bank National Association As Trustee. :Et Al

Index No.....

Defendants

-----X

I, Fernando Quiroz, being duly sworn says : I am not a party to the action, am 18 years of age and reside at 89-37 Metropolitan Ave Rego Park New York, 11374. On June 1, 2010 , I served a true copy of the following papers : Complaint against U.S. Bank National Association as Trustee Et Al, Which are attached to this affidavit, in the following manner :

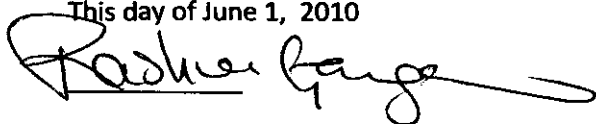
By depositing a true copy of same, enclosed to : Steven J. Baum P.C. at (Address) 220 Northpointe Parkway, Amherst, New York, via certified mail return receipt, under the care and custody of the United Parcel Service within the State of New York.

Please note that no other party in this action has answered, appeared or requested notification of this motion; therefore, no other parties are entitled to notice of this application.

The foregoing statements are true, under penalty of perjury.

Sworn to before me

This day of June 1, 2010



Notary Public



Fernando Quiroz

NYSD - 683 702 212  
Exp. 10 22 11

